

CITY OF FRANKLIN
COMMON COUNCIL MEETING
FRANKLIN CITY HALL – COMMON COUNCIL CHAMBERS
9229 WEST LOOMIS ROAD, FRANKLIN, WISCONSIN
AGENDA*
TUESDAY, DECEMBER 3, 2019 AT 6:30 P.M.

- A. Call to Order and Roll Call.
- B. Citizen Comment Period.
- C. Approval of Minutes - Regular Common Council Meeting of November 19, 2019.
- D. Hearings - A Proposed Ordinance to Amend the City of Franklin 2025 Comprehensive Master Plan to Change the Future Land Use Map use Designation for Property Located at 8429 and 8459 West Forest Hill Avenue, from Residential Use and Areas of Natural Resource Features Use to Institutional Use and Areas of Natural Resource Features Use (Franklin Public Schools, Applicant, Ronald S. Pesche and Susan Pesche, Property Owners) (Continued From the October 15, 2019 Common Council Meeting).
- E. Organizational Business:
 - 1. The Mayor has made the following appointments for Council confirmation:
 - Board of Water Commissioners:
James Schubilske, 7342 South Cambridge Drive, (Ald. Dist 2), 5-year term expires 9/30/24.
 - Tourism Commission:
 - (a) Hotel/Motel Industry Member: Lance A. Schaefer, Everest Hospitality, LLC, 6901 S. 76th St. (Ald. Dist. 2), 1-year term expiring 12/31/2020.
 - (b) Shaun Marefka, 7644 S. Mission Ct. (Ald. Dist. 2), 1-year term expiring 12/31/2020.
 - (c) Amy Schermetzler, 4227 W. Central Ave. (Ald. Dist. 4), 1-year term expiring 12/31/2020.
 - (d) Mark Wylie, 7468 Carter Circle S. (Ald. Dist. 5), 1-year term expiring 12/31/2020.
 - (e) Ann Adamski, 7825 S. Stonebrook Ct. (Ald. Dist. 3), 1-year term expiring 12/31/2020.
 - 2. Appointments of Inspectors of Election for 2020 and 2021.
- F. Letters and Petitions.
- G. Reports and Recommendations:
 - 1. An Ordinance to Amend the City of Franklin 2025 Comprehensive Master Plan to Change the City of Franklin 2025 Future Land Use Map for Properties Located at 8429 and 8459 West Forest Hill Avenue From Residential Use and Areas of Natural Resource Features Use to Institutional Use and Areas of Natural Resource Features Use (Approximately 13.974 Acres) (Franklin Public Schools, Applicant, Ronald S. Pesche and Susan D. Pesche, Property Owners).

2. An Ordinance to Amend the Unified Development Ordinance (Zoning Map) to Rezone Two Parcels of Land From R-6 Suburban Single-Family Residence District to I-1 Institutional District (8429 and 8459 West Forest Hill Avenue) (Approximately 13.974 Acres) (Franklin Public Schools, Applicant, Ronald S. Pesche and Susan D. Pesche, Property Owners).
3. A Resolution to Modify Johns Disposal Services, Inc. Contract to Provide Weekly Recycling and Automated Garbage Services.
4. A Resolution Authorizing Certain Officials to Execute an Agreement to Continue Professional Environmental Engineering Services to Monitor Compliance at the Metro Recycling & Disposal Facility to December 31, 2020, with JSA Environmental, Inc.
5. A Resolution Imposing Conditions and Restrictions for the Approval of a Special Use for a Daycare Facility Use Upon Property Located at 7760 South Lovers Lane Road (Steve Pagnota, Managing Member of Bradford Franklin LLC, Applicant).
6. A Resolution Imposing Conditions and Restrictions for the Approval of a Special Use for Replacement of an Existing Failed Bridge and Associated Culvert Within a Shoreland, Floodway and Wetlands Area Associated with the East Branch of the Root River Located on a Private Road Referred to as West Westmoor Avenue, in the Franklin Mobile Home Park, Property Located at 6361 South 27th Street (David Steinberger, President of Franklin Mobile, LLC, Applicant).
7. Amendment to the Service Contract Between the City of Franklin and Southeast Inspection Management Services, LLC to Set the Contract Amount for 2020.
8. A Resolution Authorizing Certain Officials to Amend Site Plan Resolution No. 2018-001 a Resolution Approving a Site Plan for Construction of Building C1, a 3-Story Retail/Office Building; to Amend Standards, Findings and Decision of the City of Franklin Common Council for a Special Exception to Certain Natural Resource Provisions Dated January 9, 2018; and to Amend the Terms of Planned Development District No. 37; as they Pertain to Issuance of a Final Occupancy Permit for Building C1 (Office/Retail) Within Planned Development District No. 37 (The Rock Sports Complex/Ballpark Commons).
9. Re-Authorize Funding for Quarry Survey Services with Lynch & Associates.
10. Recommendation to the Common Council from the Quarry Monitoring Committee to Direct Staff to Provide the Common Council with a Status Update on Previous Council Actions.
11. A Resolution Authorizing Change Order No. 1 of the S. 51st Street and W. Drexel Avenue Intersection Project to Zignego Company Inc. in the Amount of \$173,859.73 Savings and an Additional 140 Calendar Days.
12. A Request to Bid 2020 Local Road Program and S. 68th Street Vertical Sight Curve Improvements.
13. Acceptance of Developer Guarantee as Payment of Water Impact Fees Upon Issuing Building Permit in Compliance with Wisconsin State Statute §66.0617 (6)(g) but in Conflict with Franklin Ordinance 92-9. and the Form Thereof.
14. A Resolution to Authorize Ruekert & Mielke to Create a New Water Model for Franklin Water Utility in the Amount of \$26,000.
15. October 2019 Monthly Financial Report.
16. 2020 Property and Casualty Insurance Coverage.

17. Potential Commercial/industrial/manufacturing Development(s) and Proposal(s) and Potential Development(s) Agreement(s) in Relation Thereto for, Including, but not Limited to the Propert(ies) at the Northeast Corner of South 76th Street and West Ryan Road. The Common Council May Enter Closed Session Pursuant to Wis. Stat. § 19.85(1)(e), for Market Competition and Bargaining Reasons, to Deliberate and Consider Terms Relating to Potential Commercial/Industrial/Manufacturing Development(s) and Proposal(s) and the Investing of Public Funds and Governmental Actions in Relation Thereto and to Effect Such Development(s), Including the Terms and Provisions of Potential Development Agreement(s) for, Including, but not Limited to the Propert(ies) at the Northeast Corner of South 76th Street and West Ryan Road, and to Reenter Open Session at the Same Place Thereafter to Act on Such Matters Discussed Therein as it Deems Appropriate.
18. Potential Development and Proposal and Potential Development Agreement by and with ZS Enterprises, LLC for Franklin Corporate Park Property Located on the South Side of West Elm Road in the Approximately 3500 Block Area Were West Elm Road to be Extended to the West, Consisting of Approximately 79.79 Acres and Bearing Tax Key No. 979-9997-000. The Common Council May Enter Closed Session Pursuant to Wis. Stat. § 19.85(1)(e), for Market Competition and Bargaining Reasons, to Deliberate and Consider Terms Relating to Potential Development and Proposal and the Investing of Public Funds and Governmental Actions in Relation Thereto and to Effect Such Development, Including the Terms and Provisions of a Potential Development Agreement for the Development of Property Located on the South Side of West Elm Road in the Approximately 3500 Block Area Were West Elm Road to be Extended to the West, Consisting of Approximately 79.79 Acres and Bearing Tax Key No. 979-9997-000, and to Reenter Open Session at the Same Place Thereafter to Act on Such Matters Discussed Therein as it Deems Appropriate.
19. Potential Property Acquisition(s) and Public Improvements and Development(s) and Agreement(s) for the Tax Incremental District No. 4 Franklin Corporate Park, Including, but not Limited to the Properties Located at 3617 West Oakwood Road (Tax Key No. 950-9997-001) and 3548 South County Line Road (Tax Key No. 979-9999-000). The Common Council May Enter Closed Session Pursuant to Wis. Stat. § 19.85(1)(e), for Market Competition and Bargaining Reasons, to Deliberate and Consider Terms Relating to Potential Property Acquisition(s) and Public Improvements and Development(s) and Agreement(s) for the Tax Incremental District No. 4 Franklin Corporate Park, Including, but not Limited to the Properties Located at 3617 West Oakwood Road (Tax Key No. 950-9997-001) and 3548 South County Line Road (Tax Key No. 979-9999-000), and the Investing of Public Funds and Governmental Actions in Relation Thereto and to Effect Such Acquisition(s) and Development(s), and to Reenter Open Session at the Same Place Thereafter to Act on Such Matters Discussed Therein as it Deems Appropriate.

H. Bills.

Request for Approval of Vouchers and Payroll.

I. Licenses and Permits.

Miscellaneous Licenses from License Committee Meeting of December 3, 2019.

Common Council Meeting Agenda

December 3, 2019

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J. Adjournment.

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

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

REMINDERS:

December 5	Plan Commission Meeting	7:00 p.m.
December 17	Common Council Meeting	6:30 p.m.
December 19	Plan Commission Meeting	7:00 p.m.
December 24 & 25	City Hall Closed	
December 31 & January 1	City Hall Closed	
January 7	Common Council Meeting	6:30 p.m.
January 9	Plan Commission Meeting	7:00 p.m.
January 21	Common Council Meeting	6:30 p.m.
January 23	Plan Commission Meeting	7:00 p.m.

CITY OF FRANKLIN
COMMON COUNCIL MEETING
NOVEMBER 19, 2019
MINUTES

- | | |
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| ROLL CALL | A. The regular meeting of the Common Council was held on November 19, 2019 and called to order at 6:30 p.m. by Mayor Steve Olson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were in attendance: Alderman Mark Dandrea, Alderman Dan Mayer (left meeting at 7:41 p.m.), Alderwoman Kristen Wilhelm, Alderman Steve F. Taylor, Alderman Mike Barber, and Alderman John R. Nelson. Also present were City Engineer Glen Morrow, Paul Rotzenberg, Director of Finance & Treasurer, Dir. of Administration Mark Luberd, City Attorney Jesse A. Wesolowski and City Clerk Sandra Wesolowski. |
| CITIZEN COMMENT | B. Citizen comment period was opened at 6:32 p.m. and closed at 6:34 p.m. |
| MINUTES
NOVEMBER 5, 2019 | C. Alderwoman Wilhelm moved to approve the minutes of the regular Common Council meeting of November 5, 2019 as presented at this meeting. Seconded by Alderman Barber. All voted Aye; motion carried. |
| HEARINGS
2020 BUDGETS | D. Following a presentation by Director of Administration Luberd, Mayor Olson called the public hearing to order at 7:12 p.m. on the 2020 Proposed Budget. The public hearing was closed at 7:12 p.m. |
| ORD. 2019-2398
2020 BUDGETS | <p>G.1. Alderman Taylor moved to approve the motion as presented replacing “(1) Trailer mounted message sign board \$19,000” in the Capital Outlay Fund with “Mobile message sign board(s) [Subject to Council approval] \$29,000”. Seconded by Alderman Barber. All voted Aye; motion carried.</p> <p>Alderman Dandrea moved to adopt Ordinance No. 2019-2398, AN ORDINANCE ADOPTING THE 2020 ANNUAL BUDGETS FOR THE GENERAL, CIVIC CELEBRATIONS, ST. MARTIN’S FAIR, DONATIONS, GRANT, SOLID WASTE COLLECTION, SANITARY SEWER, CAPITAL OUTLAY, EQUIPMENT REPLACEMENT, STREET IMPROVEMENT, CAPITAL IMPROVEMENT, DEBT SERVICE, DEVELOPMENT, UTILITY DEVELOPMENT, TID 3, TID 4, TID 5, TID 6, TID 7 AND INTERNAL SERVICE FUNDS AND ESTABLISHING THE TAX LEVY AND OTHER REVENUE FOR THE CITY OF FRANKLIN AND ESTABLISHING THE SOLID WASTE FEE with the corrections as presented and with the following adjustment: “(1) Trailer mounted message sign board \$19,000” in the Capital Outlay Fund with “Mobile message sign board(s) [Subject to Council approval] \$29,000”. Seconded by Alderman Barber. On roll call,</p> |

Alderman Dandrea, Alderwoman Wilhelm, Alderman Taylor, Alderman Barber and Alderman Nelson voted Aye; Alderman Mayer voted No. Motion carried.

Alderman Mayer vacated his seat at 7:41 p.m.

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| RES. 2019-7555
SALE OF TAXABLE
GO CORPORATE
PURPOSE BONDS | G.2. Alderman Taylor moved to adopt Resolution No. 2019-7555, A RESOLUTION AWARDING THE SALE OF \$12,360,000 TAXABLE GENERAL OBLIGATION CORPORATE PURPOSE BONDS, 2019C. Seconded by Alderman Dandrea. On roll call, all voted Aye (Alderman Mayer Absent). Motion carried. |
| RES. 2019-7556
SALE OF GO
PROMISSORY NOTES | G.3. Alderman Barber moved to adopt Resolution No. 2019-7556, A RESOLUTION AWARDING THE SALE OF \$2,285,000 GENERAL OBLIGATION PROMISSORY NOTES, 2019D. Seconded by Alderman Dandrea. On roll call, all voted Aye (Alderman Mayer Absent). Motion carried. |
| RES. 2019-7557
CONSERVATION
EASEMENT
11141 W. FOREST HOME
AVE., STAR TRUCKING
REAL ESTATE LLC,
APPLICANT | G.4. Alderman Nelson moved to adopt Resolution No. 2019-7557, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO ACCEPT A CONSERVATION EASEMENT FOR AND AS PART OF THE REVIEW AND APPROVAL OF A SPECIAL USE UPON PROPERTY LOCATED AT 11141 W. FOREST HOME AVENUE, STAR TRUCKING REAL ESTATE LLC APPLICANT, SUBJECT TO TECHNICAL CORRECTIONS BY STAFF. Seconded by Alderman Barber. All voted Aye; motion carried. |
| BODNER PROPERTY
MANAGEMENT, LLC
STANDARDS, FINDINGS
& DECISION | G.5. Alderman Taylor moved to adopt the Standards, Findings and Decision of the City of Franklin Common Council upon the application of William Bodner, Managing Member of Bodner Property Management, LLC, applicant for a special exception to certain natural resource provisions of the City of Franklin Unified Development Ordinance. Seconded by Alderman Dandrea. All voted Aye; motion carried. |
| QUARRY SURVEY
SERVICES | G.6. Alderwoman Wilhelm moved to accept the proposal for Quarry Survey Services as outlined in the proposal from Lynch & Associates Engineering Consultants, LLC, in the amount of \$6,400 with proper signatures on the City Agreement and any funding adjustments addressed by the next meeting of the Common Council. Seconded by Alderman Barber. On roll call, all voted Aye; motion carried. |
| POTENTIAL CONFLICT
OF INTEREST
FRANKLIN MOBILE, LLC | G.7. Alderman Taylor moved to authorize the Mayor to execute the informed consent letter for von Briesen & Roper, s.c. in the form and content as annexed hereto with regard to the performance of legal services for the City upon labor matters, and also for Franklin Mobile, |

LLC upon an application for approval from the City for a replacement bridge at 6361 South 27th Street in the Franklin Estates Mobile Home Park. Seconded by Alderman Dandrea. All voted Aye; motion carried.

AMEND CLASS/COMP
PLAN
POLICE SERGEANTS
AND CAPTAINS

G.8. Alderman Taylor moved to amend the existing non-represented classification and compensation plan and approve a new step-and-grade plan for Sergeants and Captains in the Police Department in accordance with the 7 principles set forth in the Council Action Sheet and to authorize the Director of Administration to modify the Employee Handbook in a manner and form as he determines is best appropriate to incorporate this new pay plan policy. Seconded by Alderman Nelson. All voted Aye; motion carried.

FIRE DEPT. ALERT
SYSTEM
STARFIRE SYSTEMS

G.9. Alderman Taylor moved to authorize the Director of Administration to approve a proposal from Starfire Systems for the development of electrical system installation specifications for a U.S. Digital Designs' station alerting system, subject to inclusion of insurance requirements. Seconded by Alderman Barber. All voted Aye; motion carried.

FIRE DEPT. RADIO
EQUIPMENT PURCHASE

G.10. Alderman Taylor moved to approve Fire Department purchase of Motorola APX 8000 Mobile radio and tool mounts and brackets, for a total cost of not more than \$7,793.47 to be charged to the balance of the approved 2019 Equipment Replacement Fund request. Seconded by Alderman Barber. All voted Aye; motion carried.

OPT IN CLASS
SETTLEMENT
DRUG COSTS

G.11. Alderman Taylor moved to authorize the Director of Administration to opt in the class settlement regarding the Loestrin and Minastrin drug costs to the Self-Insurance Fund by the December 2, 2019 deadline date. Seconded by Alderman Dandrea. All voted Aye; motion carried.

SET PUBLIC HEARING
FOR AMENDMENTS TO
MUN. CODE 92-9.
EXEMPTING PUBLIC
SCHOOLS FROM
VARIOUS IMPACT FEES

G.12. Alderman Taylor moved to set a Public Hearing for January 7, 2020 regarding proposed amendments to §92-9. of the Municipal Code pertaining to impact fees for the purpose of exempting public schools from application of each of the various impact fees, suspending automatic annual rate increases for each of the various impact fee rates pending completion by the consultant of a broader Public Facilities Needs Assessment, and incorporating necessary changes to the Wisconsin State Statutes §66.0617 pertaining to impact fee collections into the Municipal Code. Seconded by Alderman Dandrea. All voted Aye; motion carried.

ORD. 2019-2399
AMEND 2019 BUDGETS
FOR TID 5

G.13. Alderman Dandrea moved to adopt Ordinance No. 2019-2399, AN ORDINANCE TO AMEND ORDINANCE 2018-2345, AN ORDINANCE ADOPTING THE 2019 ANNUAL BUDGETS FOR TID 5 TO PROVIDE \$3,200,000 OF ADDITIONAL

APPROPRIATIONS FOR INFRASTRUCTURE ASSISTANCE.
Seconded by Alderman Taylor. On roll call, all voted Aye; motion carried.

ORD. 2019-2400
AMEND 2019 BUDGETS
FOR SANITARY SEWER
FUND

G.14. Alderman Taylor moved to adopt Ordinance No. 2019-2400, AN ORDINANCE TO AMEND ORDINANCE 2018-2345, AN ORDINANCE ADOPTING THE 2019 ANNUAL BUDGETS FOR THE SANITARY SEWER FUND TO PROVIDE ADDITIONAL \$15,000 OF APPROPRIATIONS FOR SOFTWARE ACQUISITION. Seconded by Alderman Dandrea. On roll call, all voted Aye; motion carried.

LICENSES AND
PERMITS

I.1. Alderman Taylor moved to approve the following license recommendations from the License Committee meeting of November 19, 2019:

Grant Class B Beer license in compliance with City Ordinance and approval of inspections to Marcus Cinemas of Wisconsin, LLC, Agent Michael Ridgway, 8910 S 102 St.;

Grant Operator license with a warning letter from the City Clerk to Lori A Otto, 5967 Oriole Ln, Greendale;

Grant Operator Licenses to Sandra A Albert, 10520 S 112th St; Harpreet Kaur, 6590 S Carroll Cir; Rachel M Marinez, 2561 S 13th St, Milwaukee; Owen P Rangel, 8024 S Chapel Hill Dr;

Hold Operator license application for appearance for Ashleigh Ponga, 6062 S 36th St;

Grant Change of Agent for Walgreens #05459, Danielle H Peters, 2076 Townline Rd #B6, East Troy; and

Grant the PUBLIC (People Uniting for the Betterment of Life and Investment in the Community) Grant to the following:

- 1) Franklin Lioness Club, St. Martins Fair, 09/06/20 & 09/07/20;
- 2) Franklin Police Department National Night Out, Temporary Entertainment & Amusement, Food License on 08/03/20 at Franklin Public Library, 9151 W. Loomis Rd.;
- 3) St. Martin Of Tours Church Fundraisers & Fair, Labor Day Fair Permit, Temporary Class B Beer & Wine, Temporary Entertainment & Amusement, and Operators' Licenses on Spring, 2020 and 09/06/20 & 09/07/20 at St. Martins Fair and St. Martin of Tours Church or School, 7963 S. 116th St.; and
- 4) St. Paul's Lutheran School for Temporary Entertainment & Amusement, Temporary Class B Beer and Park Permit upon

providing the updated Certificate of Insurance for Spring Gala on 03/28/20 and Picnic on 06/04/20.

Seconded by Alderman Taylor. All voted Aye; motion carried.

VOUCHERS AND
PAYROLL

- H.1. Alderman Barber moved to approve the following:
City vouchers with an ending date of November 14, 2019 in the amount of \$4,356,388.97; and payroll dated November 8, 2019 in the amount of \$390,161.88 and payments of the various payroll deductions in the amount of \$210,479.39, plus City matching payments; and estimated payroll dated November 22 2019 in the amount of \$429,000.00 and payments of the various payroll deductions in the amount of \$421,000.00 plus City matching payments; and Property Tax payments with an ending date of November 14, 2019 in the amount of \$7,640.39. Seconded by Alderman Dandrea. On roll call, all voted Aye. Motion carried.

ADJOURNMENT

- J. Alderman Taylor moved to adjourn the meeting at 8:15 p.m. Seconded by Alderman Barber. All voted Aye; motion carried.

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D.

CITY OF FRANKLIN
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT THE COMMON COUNCIL OF THE CITY OF FRANKLIN will conduct a public hearing on Tuesday, October 15, 2019, at 6:30 p.m., or as soon thereafter as the matter may be heard, in the Common Council Chambers at the Franklin City Hall, 9229 West Loomis Road, Franklin, Wisconsin 53132, to hear public comment regarding a proposed ordinance to amend the City of Franklin 2025 Comprehensive Master Plan to change the Future Land Use Map use designation for property located at 8429 and 8459 West Forest Hill Avenue, from Residential Use and Areas of Natural Resource Features Use to Institutional Use and Areas of Natural Resource Features Use (Franklin Public Schools, applicant, Ronald S. Pesche and Susan Pesche, property owners). The properties which are the subject of this application currently bear Tax Key Nos. 839-9990-000 and 839-9991-004, and are more particularly described as follows:

Being all of Parcel 1 of Certified Survey Map #5979 and part of the Northeast 1/4 of the Southwest 1/4, all located in the Northeast 1/4 of the Southwest 1/4 of Section 16, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows: Commencing at the South 1/4 corner of Section 16, Township 5 North, Range 21 East; Thence N 00°31'53" W along the East line of the Southwest 1/4 of said Section 16, 1325.08 feet to the Northeast corner of Lake Pointe Estates of Franklin, the Southeast corner of the Northeast 1/4 of the Southwest 1/4 of said Section 16 and the point of beginning (POB) of the parcel to be described; Thence S 88°28'56" W along the South line of the Northeast 1/4 of the Southwest 1/4 of said Section 16 and along the North line of said Lake Pointe Estates of Franklin, 330.00 feet to the Southeast corner of Parcel 2 of Certified Survey Map #5979; Thence N 00°31'53" W along the East line of said Parcel 2, 688.96 feet to the Southeast corner of Parcel 1 of Certified Survey Map #5979; Thence S 88°28'56" W along the South line of said Parcel 1, 329.87 feet to the Southwest corner thereof; Thence N 00°32'02" W along the West line of Parcel 1 of said Certified Survey Map #5979, 465.95 feet to the Northwest corner thereof; Thence N 88°31'02" E along the North line of said Parcel 1, 225.02 feet; Thence N 00°32'30" W along the North line of said Parcel 1, 170.15 feet to the North line of the Southwest 1/4 of said Section 16; Thence N 88°27'46" E along the North line of the Southwest 1/4 of said Section 16, 434.90 feet to the Center 1/4 of said Section 16; Thence S 00°31'53" E along the East line of the Southwest 1/4 of said Section 16, 1325.07 feet to the point of beginning. Containing: 608,690 Square Feet, 13.974 Acres.

A map showing the property affected may be obtained from the City Council by way of request to the Department of City Development at Franklin City Hall, 9229 West Loomis Road, Franklin, Wisconsin 53132, telephone number (414) 425-4024, during normal business hours.

This public hearing is being held pursuant to the requirements of Wis. Stat. § 66.1001(4)(d). The public is invited to attend the public hearing and to provide input. The proposed ordinance to amend the City of Franklin 2025 Comprehensive Master Plan is available and open for inspection by the public in the Office of the City Clerk at Franklin City Hall, 9229 West Loomis Road, Franklin, Wisconsin 53132, during normal business hours. The proposed draft ordinance is also available and open for inspection by the public at the Franklin Public Library, 9151 West Loomis Road, Franklin, Wisconsin 53132, during normal business hours. In addition, the draft ordinance is available for review at

www.franklinwi.gov. Any questions or comments about the proposed amendment to the Comprehensive Master Plan may be directed to Joel Dietl, City of Franklin Planning Manager, at 414-425-4024.

Dated this 4th day of September, 2019.

Sandra L. Wesolowski
City Clerk

N.B. Class I

Please publish: 9-11-2019

APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 12-03-19
REPORTS & RECOMMENDATIONS	Mayoral Appointments	ITEM NUMBER E. /.

The Mayor has made the following appointments for Council confirmation:

Board of Water Commissioners:

James Schubilske, 7342 South Cambridge Drive, (Ald. Dist 2), 5-year term expires 9/30/24.

Tourism Commission:

- (a) Hotel/Motel Industry Member: Lance A. Schaefer, Everest Hospitality, LLC, 6901 S. 76th St. (Ald. Dist. 2), 1-year term expiring 12/31/2020.
- (b) Shaun Marefka, 7644 S. Mission Ct. (Ald. Dist. 2), 1-year term expiring 12/31/2020.
- (c) Amy Schermetzler, 4227 W. Central Ave. (Ald. Dist. 4), 1-year term expiring 12/31/2020.
- (d) Mark Wylie, 7468 Carter Circle S. (Ald. Dist. 5), 1-year term expiring 12/31/2020.
- (e) Ann Adamski, 7825 S. Stonebrook Ct. (Ald. Dist. 3), 1-year term expiring 12/31/2020

COUNCIL ACTION

Motion to confirm the following Mayoral appointments:

Board of Water Commissioners:

James Schubilske, 7342 South Cambridge Drive, (Ald. Dist 2), 5-year term expires 9/30/24.

Tourism Commission:

- (a) Hotel/Motel Industry Member: Lance A. Schaefer, Everest Hospitality, LLC, 6901 S. 76th St. (Ald. Dist. 2), 1-year term expiring 12/31/2020.
- (b) Shaun Marefka, 7644 S. Mission Ct. (Ald. Dist. 2), 1-year term expiring 12/31/2020.
- (c) Amy Schermetzler, 4227 W. Central Ave. (Ald. Dist. 4), 1-year term expiring 12/31/2020.
- (d) Mark Wylie, 7468 Carter Circle S. (Ald. Dist. 5), 1-year term expiring 12/31/2020.
- (e) Ann Adamski, 7825 S. Stonebrook Ct. (Ald. Dist. 3), 1-year term expiring 12/31/2020

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/03/2019			
Organizational Business	Appointments of Inspectors of Election for 2020 and 2021	ITEM NUMBER E. 2.			
<p>Pursuant to Wisconsin State Statute §7.30(4), Stats., the following are appointments of inspectors of election and alternates for 2020 and 2021:</p> <table> <tr> <td data-bbox="159 573 537 1978"> Rhoda Abelman Jody Ahearn Gail Ankerson Mary Armbruster Erin Arneson Mary Bartnicki Steve Beeck Bernard Bellin Kathleen Bennett Holly Blankenmeyer Steven A Braatz Carol Brunner Rebecca Claus Joyce Clausius James Collins Janice L Collins Kenneth Cook Stephanie Cook Sarah Craig Daniel Crass Ellen Crass Yvonne Czajkowski Lynn Czaplewski Richard Czaplewski James Danielson Bonita Davids Laura Delonay Mary L Demotto Verburgt Cathy DeVries Mary Dicks Claudia Dietrich Carole Donovan Tom Donovan Donna Erickson Patricia K Fairchone Mary Schroeder </td><td data-bbox="607 573 922 1978"> Ray Fisher Carolyn Fleischman Charles Fleischman Lois Fratrack Gail Freitag Gerald K Freitag Ronald Freitag Edith Gamble Cristine Gaulke Susan Gawrisch Barbara Geiger Patty Graef Greg Groth Sandy Groth Roger Hedrick Judy Herubin Barbara Horack Donald Horack Sue Huhn Jacqueline Ignatowski James Ignatowski Maria Johnson Janice Kauth Dale Kazmierczak Pat Kleber Richard Koehler Shirley Koehler James Konkell Joan Kuspa Lynne LaRosa Cathy Lange Roger Lange Steven Larson Jacqueline Lentz Susan Lierman Joanne Wice </td><td data-bbox="1057 573 1468 1940"> Layne Litwin Rita Luczyk Brian Maersch Marlene Magarich Sue Malek Kathy Maniaci Nunzio Maniaci Carol Manning Julie Marso Karen McAlpine James McClure Dennis McKnight Susan McKnight David Meister Sandra Meister Judy Merritt Maryanne Mlodzik Coreen Mutranowski Roger Nickolaus Sharon Nickolaus Bernadine Poczekaj Timothy Probst Ronald Reikowski Suzanne Richichi Bonnie Riesing Dorothy Roubik-Ellenbecker Basil Ryan Karen Ryan Kristy Scalish Gail Schashinski Diane Schauer Monica Scherffer-Henry Sue Schlueter Valori Schmidt Kathy Schnagl </td></tr> </table>			Rhoda Abelman Jody Ahearn Gail Ankerson Mary Armbruster Erin Arneson Mary Bartnicki Steve Beeck Bernard Bellin Kathleen Bennett Holly Blankenmeyer Steven A Braatz Carol Brunner Rebecca Claus Joyce Clausius James Collins Janice L Collins Kenneth Cook Stephanie Cook Sarah Craig Daniel Crass Ellen Crass Yvonne Czajkowski Lynn Czaplewski Richard Czaplewski James Danielson Bonita Davids Laura Delonay Mary L Demotto Verburgt Cathy DeVries Mary Dicks Claudia Dietrich Carole Donovan Tom Donovan Donna Erickson Patricia K Fairchone Mary Schroeder	Ray Fisher Carolyn Fleischman Charles Fleischman Lois Fratrack Gail Freitag Gerald K Freitag Ronald Freitag Edith Gamble Cristine Gaulke Susan Gawrisch Barbara Geiger Patty Graef Greg Groth Sandy Groth Roger Hedrick Judy Herubin Barbara Horack Donald Horack Sue Huhn Jacqueline Ignatowski James Ignatowski Maria Johnson Janice Kauth Dale Kazmierczak Pat Kleber Richard Koehler Shirley Koehler James Konkell Joan Kuspa Lynne LaRosa Cathy Lange Roger Lange Steven Larson Jacqueline Lentz Susan Lierman Joanne Wice	Layne Litwin Rita Luczyk Brian Maersch Marlene Magarich Sue Malek Kathy Maniaci Nunzio Maniaci Carol Manning Julie Marso Karen McAlpine James McClure Dennis McKnight Susan McKnight David Meister Sandra Meister Judy Merritt Maryanne Mlodzik Coreen Mutranowski Roger Nickolaus Sharon Nickolaus Bernadine Poczekaj Timothy Probst Ronald Reikowski Suzanne Richichi Bonnie Riesing Dorothy Roubik-Ellenbecker Basil Ryan Karen Ryan Kristy Scalish Gail Schashinski Diane Schauer Monica Scherffer-Henry Sue Schlueter Valori Schmidt Kathy Schnagl
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Ellen Shiflet
Harry Shiflet
Arthur Skowron
Lynne Sobczak
Monika Sobic
Felix Stanislawski
Annette Suvaka
Lynn Szudrowitz
Kathy Ulbricht
Susan Utley
Judith White

Diane Windschanz
Judy Witkowski
Wayne Witkowski
Peter Woodcock
Penelope A Woodcock
Sandra Zaniewski
Joan Ziebart

COUNCIL ACTION REQUESTED

Motion to confirm appointments of inspectors of election and alternates as submitted for 2020-2021.

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<p>APPROVAL</p> <p><i>slw</i></p>	<p>REQUEST FOR COUNCIL ACTION</p>	<p>MEETING DATE</p> <p>12/03/19</p>
<p>REPORTS & RECOMMENDATIONS</p>	<p>AN ORDINANCE TO AMEND THE CITY OF FRANKLIN 2025 COMPREHENSIVE MASTER PLAN TO CHANGE THE CITY OF FRANKLIN 2025 FUTURE LAND USE MAP FOR PROPERTIES LOCATED AT 8429 AND 8459 WEST FOREST HILL AVENUE FROM RESIDENTIAL USE AND AREAS OF NATURAL RESOURCE FEATURES USE TO INSTITUTIONAL USE AND AREAS OF NATURAL RESOURCE FEATURES USE (APPROXIMATELY 13.974 ACRES) (FRANKLIN PUBLIC SCHOOLS, APPLICANT, RONALD S. PESCHE AND SUSAN D. PESCHE, PROPERTY OWNERS)</p>	<p>ITEM NUMBER</p> <p><i>G.1.</i></p>

At the November 7, 2019 meeting of the Plan Commission the following action was approved: a motion to approve a Resolution recommending the adoption of an Ordinance to amend the City of Franklin 2025 Comprehensive Master Plan to change the City of Franklin 2025 future land use map for properties located at 8429 and 8459 West Forest Hill Avenue from residential use to areas of natural resource features use to institutional use and areas of natural resource features use, pursuant to WIS.STAT. §66.1001(4)(b)

COUNCIL ACTION REQUESTED

A motion to approve Ordinance 2019-_____, to amend the City of Franklin 2025 Comprehensive Master Plan to change the City of Franklin 2025 future land use map for properties located at 8429 and 8459 West Forest Hill Avenue from residential use and areas of natural resource features use to institutional use and areas of natural resource features use (approximately 13.974 acres) (Franklin Public Schools, applicant, Ronald S. Pesche and Susan D. Pesche, property owners).

AN ORDINANCE TO AMEND THE CITY OF FRANKLIN 2025
COMPREHENSIVE MASTER PLAN TO CHANGE THE CITY OF FRANKLIN
2025 FUTURE LAND USE MAP FOR PROPERTIES LOCATED AT 8429 AND 8459
WEST FOREST HILL AVENUE FROM RESIDENTIAL USE AND AREAS OF
NATURAL RESOURCE FEATURES USE TO INSTITUTIONAL USE AND
AREAS OF NATURAL RESOURCE FEATURES USE
(APPROXIMATELY 13.974 ACRES)
(FRANKLIN PUBLIC SCHOOLS, APPLICANT, RONALD S. PESCHE
AND SUSAN D. PESCHE, PROPERTY OWNERS)

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

WHEREAS, Franklin Public Schools has applied for an amendment to the Comprehensive Master Plan to change the City of Franklin 2025 Future Land Use Map designation for properties located at 8429 and 8459 West Forest Hill Avenue from Residential Use and Areas of Natural Resource Features Use to Institutional Use and Areas of Natural Resource Features Use; and

WHEREAS, the Plan Commission of the City of Franklin by a majority vote of the entire Commission on November 7, 2019, recorded in its official minutes, has adopted a resolution recommending to the Common Council the adoption of the Ordinance to Amend the City of Franklin 2025 Comprehensive Master Plan to change the City of Franklin 2025 Future Land Use Map for properties located at 8429 and 8459 West Forest Hill Avenue from Residential Use and Areas of Natural Resource Features Use to Institutional Use and Areas of Natural Resource Features Use; and

WHEREAS, the City of Franklin held a public hearing upon this proposed Ordinance, in compliance with the requirements of Wis. Stat. § 66.1001(4)(d); the Common Council having received input from the public at a duly noticed public hearing on October 15, and December 3, 2019; and

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

SECTION 1: The City of Franklin 2025 Comprehensive Master Plan is hereby amended to change the City of Franklin 2025 Future Land Use Map designation for properties located at 8429 and 8459 West Forest Hill Avenue from Residential Use and Areas of Natural Resource Features

Use to Institutional Use and Areas of Natural Resource Features Use. Such property is more particularly described within Resolution No. 2019-018 of even-date herewith.

SECTION 2: The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

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

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

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2019, by Alderman _____.

Passed and adopted by a majority vote of the members-elect of the Common Council at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2019.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

STATE OF WISCONSIN

CITY OF FRANKLIN
PLAN COMMISSION

MILWAUKEE COUNTY

RESOLUTION NO. 2019-018

A RESOLUTION RECOMMENDING THE ADOPTION OF AN
ORDINANCE TO AMEND THE CITY OF FRANKLIN 2025
COMPREHENSIVE MASTER PLAN TO CHANGE THE CITY OF
FRANKLIN 2025 FUTURE LAND USE MAP FOR PROPERTIES
LOCATED AT 8429 AND 8459 WEST FOREST HILL AVENUE FROM
RESIDENTIAL USE AND AREAS OF NATURAL RESOURCE
FEATURES USE TO INSTITUTIONAL USE AND AREAS OF NATURAL
RESOURCE FEATURES USE, PURSUANT TO WIS. STAT. § 66.1001(4)(b)

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

WHEREAS, pursuant to Wis. Stat. § 66.1001(4)(b), the Plan Commission may recommend the amendment of the Comprehensive Master Plan to the Common Council by adopting a resolution by a majority vote of the entire Commission, which vote shall be recorded in the official minutes of the Plan Commission; and

WHEREAS, Franklin Public Schools (Ronald S. Pesche and Susan D. Pesche, property owners) having applied for an amendment to the Comprehensive Master Plan to change the City of Franklin 2025 Future Land Use Map designation for properties located at 8429 and 8459 West Forest Hill Avenue from Residential Use and Areas of Natural Resource Features Use to Institutional Use and Areas of Natural Resource Features Use, such properties bearing Tax Key Nos. 839-9990-000 and 839-9991-004, more particularly described as follows:

Being all of Parcel 1 of Certified Survey Map #5979 and part of the Northeast 1/4 of the Southwest 1/4, all located in the Northeast 1/4 of the Southwest 1/4 of Section 16, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows: Commencing at the South 1/4 corner of Section 16, Township 5 North, Range 21 East; Thence N 00°31'53" W along the East line of the Southwest 1/4 of said Section 16, 1325.08 feet to the Northeast corner of Lake Pointe Estates of Franklin, the Southeast corner of the Northeast 1/4 of the Southwest 1/4 of said Section 16 and the point of beginning (POB) of the parcel to be described; Thence S 88°28'56" W along the South line of the Northeast 1/4 of the Southwest 1/4 of said Section 16 and along the North line of said Lake Pointe Estates of Franklin, 330.00 feet to the Southeast corner of Parcel 2 of Certified Survey Map #5979; Thence N 00°31'53" W along the East line of said Parcel 2, 688.96 feet to the Southeast

corner of Parcel 1 of Certified Survey Map #5979; Thence S 88°28'56" W along the South line of said Parcel 1, 329.87 feet to the Southwest corner thereof; Thence N 00°32'02" W along the West line of Parcel 1 of said Certified Survey Map #5979, 465.95 feet to the Northwest corner thereof; Thence N 88°31'02" E along the North line of said Parcel 1, 225.02 feet; Thence N 00°32'30" W along the North line of said Parcel 1, 170.15 feet to the North line of the Southwest 1/4 of said Section 16; Thence N 88°27'46" E along the North line of the Southwest 1/4 of said Section 16, 434.90 feet to the Center 1/4 of said Section 16; Thence S 00°31'53" E along the East line of the Southwest 1/4 of said Section 16, 1325.07 feet to the point of beginning Containing: 608,690 Square Feet, 13.974 Acres, and

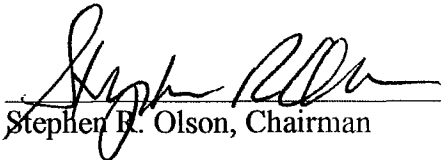
WHEREAS, the Plan Commission having determined that the proposed amendment, in form and content as presented to the Commission on October 3, and November 7, 2019, is consistent with the Comprehensive Master Plan's goals, objectives and policies and in proper form and content for adoption by the Common Council as an amendment to the 2025 Comprehensive Master Plan, subject to such modifications the Common Council may consider reasonable and necessary, following public hearing, in order to protect and promote the health, safety and welfare of the City of Franklin.

NOW, THEREFORE, BE IT RESOLVED, by the Plan Commission of the City of Franklin, Wisconsin, that the application for and the proposed ordinance to amend the City of Franklin 2025 Comprehensive Master Plan to change the City of Franklin 2025 Future Land Use Map designation for properties located at 8429 and 8459 West Forest Hill Avenue from Residential Use and Areas of Natural Resource Features Use to Institutional Use and Areas of Natural Resource Features Use, be and the same is hereby recommended for adoption and incorporation into the 2025 Comprehensive Master Plan by the Common Council.

Introduced at a regular meeting of the Plan Commission of the City of Franklin this 7th day of November, 2019.

Passed and adopted at a regular meeting of the Plan Commission of the City of Franklin this 7th day of November, 2019.

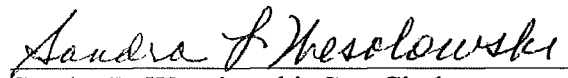
APPROVED:


Stephen R. Olson, Chairman

RESOLUTION NO. 2019 -018

Page 3

ATTEST:

A handwritten signature in cursive script, reading "Sandra L. Wesolowski", is written over a horizontal line.

Sandra L. Wesolowski, City Clerk

AYES 5 NOES 0 ABSENT 1 (Fowler)



REPORT TO THE PLAN COMMISSION

Meeting of November 7, 2019

**Comprehensive Master Plan Amendment,
and Rezoning.**

RECOMMENDATION: City Development Staff recommends approval of the Comprehensive Master Plan Amendment and Rezoning applications submitted by Franklin Public Schools.

Project Name:	Franklin Public Schools Comprehensive Master Plan Amendment & Rezoning
Project Location:	8429 W. Forest Hill Avenue/839 9990 000 8459 W. Forest Hill Avenue/839 9991 004
Property Owner:	Ronald and Susan Pesche
Applicant:	Franklin Public Schools
Agent:	James Milzer, Director of Business Services
Current Zoning:	R-6 Suburban Single-Family Residence District
2025 Comprehensive Plan:	Mixed Use
Use of Surrounding Properties:	Residential and Areas of Natural Resource Features
Applicant's Action Requested:	Recommendation of approval of the Comprehensive Master Plan Amendment and Rezoning.

Introduction

On May 21st, 2019, the applicant filed applications for a Comprehensive Master Plan Amendment and Rezoning for properties located at 8429 and 8459 W. Forest Hill Avenue.

The Comprehensive Master Plan Amendment requests to change the Future Land Use Map 2025 future land use designation for the subject properties from Residential and Areas of Natural Resource Features to Institutional and Areas of Natural Resource Features. The Areas of Natural Resource Features would be changed to match current wetland delineations by Vierbicher Associates, Inc.

The rezoning request is to amend the City's Zoning Map for these properties from R-6 Suburban Single-Family Residence District to I-1 Institutional District.

Note that for consistency, the rezoning request is contingent upon approval of the concurrent Comprehensive Master Plan Amendment Application.

On October 3rd, 2019, the Plan Commission held a public hearing regarding the rezoning application and on October 15th, 2019, the Common Council held a public hearing for the Comprehensive Master Plan Amendment. The public provided input during said hearings and the Plan Commission and Common Council announced that these applications will be presented by

the applicant before the Plan Commission on November 7th and Common Council on December 3rd.

The applicant is not proposing to develop the subject properties at this time. It should be noted that any future development will require use and site plan approval by the City. Further, additional information related to the site plan, landscaping, lighting, signage, natural resource protection, storm water, grading, etc. will be required at that time.

The applicant did not provide a conservation easement as part of the Comprehensive Master Plan Amendment and Rezoning, it would be a requirement with any proposed development of the site.

It was also suggested that the applicant submit a certified survey map at this time to combine the parcels into a single lot. It is anticipated that this will be necessary and required upon the future development of these parcels.

Project Description/Analysis

The subject properties are located directly west of the Franklin Public Schools District Office and Forest Park Middle School. The School District has indicated that all existing structures will be razed and potential future uses will generally consist of open space and community recreational use. More specifically, potential uses include:

- Multi-use grass fields for soccer, lacrosse and other district recreational facilities
- Tennis courts
- Classes operated by the Recreation Department for seniors and others

Comprehensive Master Plan Consistency

As noted, the City of Franklin 2025 Comprehensive Master Plan (CMP) identifies the subject properties as ‘Residential’ and ‘Areas of Natural Resource Features.’

There are many aspects and principles to consider within the Comprehensive Master Plan, but it can be noted that the proposed amendment to change the future land use designation for the property to Institutional is consistent with the following goals and objectives set forth within the Comprehensive Master Plan, which can be found in Chapter 2 Issues & Opportunities:

- #36. Continue to provide City residents with high-quality, efficient services, utilities and community facilities. (see Chapter 8)
 - Work with the school districts to identify the needs and locations for new facilities.
- #40. Establish cooperative planning with surrounding communities.
 - Continue cooperative planning with surrounding communities, Milwaukee County, MMSD, and the school districts.

- #41. Encourage coordination and cooperation among nearby units of government. (see Chapter 9)
 - Continue efforts to establish and maintain existing joint services and identify new opportunities for joint services with adjacent communities, school districts, the Milwaukee Metropolitan Sewerage District, civic organizations, etc.

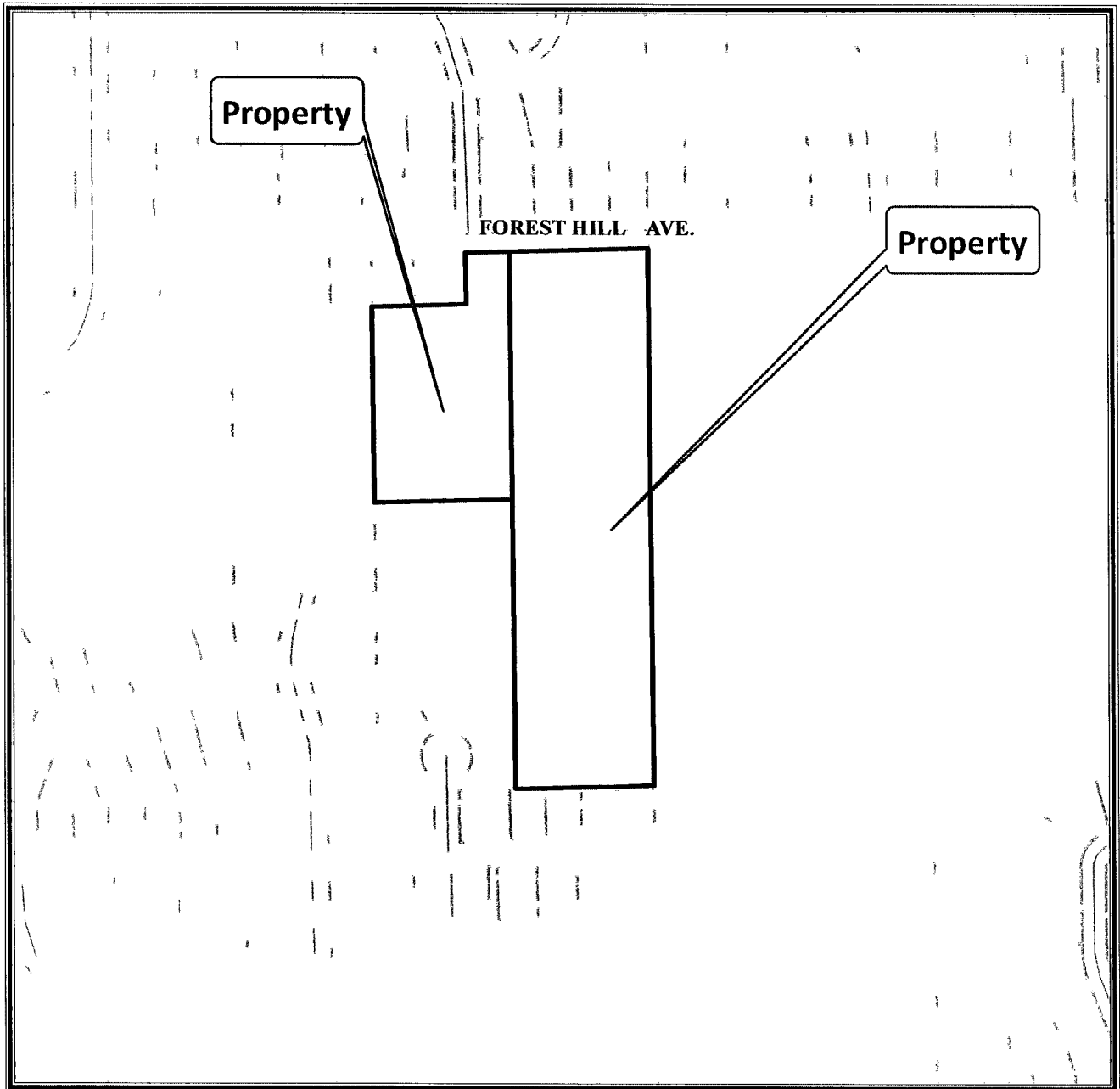
Recommendation:

A motion recommending approval of the proposed Comprehensive Master Plan Amendment and Rezoning as requested by the Franklin Public Schools District, subject to satisfying all comments within the comment letter dated August 20, 2019.



8429 & 8459 W. Forest Hill Ave.

TKNs: 839 9990 000 & 839 9991 004



Planning Department
(414) 425-4024

0 230 460 920 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.



2017 Aerial Photo

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/03/19
REPORTS & RECOMMENDATIONS	AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT ORDINANCE (ZONING MAP) TO REZONE TWO PARCELS OF LAND FROM R-6 SUBURBAN SINGLE- FAMILY RESIDENCE DISTRICT TO I-1 INSTITUTIONAL DISTRICT (8429 AND 8459 WEST FOREST HILL AVENUE) (APPROXIMATELY 13.974 ACRES) (FRANKLIN PUBLIC SCHOOLS, APPLICANT, RONALD S. PESCHE AND SUSAN D. PESCHE, PROPERTY OWNERS)	ITEM NUMBER <i>G.2.</i>

At the November 7, 2019 meeting of the Plan Commission the following action was approved: a motion to recommend approval of an Ordinance to amend the Unified Development Ordinance (zoning map) to rezone two parcels of land from R-6 Suburban Single-Family residence district to I-1 Institutional district (8429 and 8459 West Forest Hill Avenue) (approximately 13.974 acres).

COUNCIL ACTION REQUESTED

A motion to approve Ordinance 2019-_____, to amend the Unified Development Ordinance (zoning map) to rezone two parcels of land from R-6 Suburban Single-Family residence district to I-1 Institutional district (8429 and 8459 West Forest Hill Avenue) (approximately 13.974 acres) (Franklin Public Schools, applicant, Ronald S. Pesche and Susan D. Pesche, property owners).

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[Draft 10-31-19]

ORDINANCE NO. 2019-_____

AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT
ORDINANCE (ZONING MAP) TO REZONE TWO PARCELS
OF LAND FROM R-6 SUBURBAN SINGLE-FAMILY RESIDENCE
DISTRICT TO I-1 INSTITUTIONAL DISTRICT
(8429 AND 8459 WEST FOREST HILL AVENUE)
(APPROXIMATELY 13.974 ACRES)
(FRANKLIN PUBLIC SCHOOLS, APPLICANT, RONALD S. PESCHE
AND SUSAN D. PESCHE, PROPERTY OWNERS)

WHEREAS, Franklin Public Schools having petitioned for the rezoning of two parcels of land from R-6 Suburban Single-Family Residence District to I-1 Institutional District, such land being located at 8429 and 8459 West Forest Hill Avenue; and

WHEREAS, a public hearing was held before the City of Franklin Plan Commission on the 3rd day of October, and the 7th day of November, 2019, upon the aforesaid petition and the Plan Commission thereafter having determined that the proposed rezoning would promote the health, safety and welfare of the City and having recommended approval thereof to the Common Council; and

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

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

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

Being all of Parcel 1 of Certified Survey Map #5979 and part of the Northeast 1/4 of the Southwest 1/4, all located in the Northeast 1/4 of the Southwest 1/4 of Section 16, Township 5 North, Range 21 East, City of Franklin, Milwaukee County, Wisconsin, described as follows:

Commencing at the South 1/4 corner of Section 16, Township 5 North, Range 21 East; Thence N 00°31'53" W along the East line of the Southwest 1/4 of said Section 16, 1325.08 feet to the Northeast corner of Lake Pointe Estates of Franklin, the Southeast corner of the Northeast 1/4 of the Southwest 1/4 of said Section 16 and the point of beginning (POB) of the parcel to be described; Thence S 88°28'56" W along the South line of the Northeast 1/4 of the Southwest 1/4 of said Section 16 and along the North line of said Lake Pointe Estates of Franklin, 330.00 feet to the Southeast corner of Parcel 2 of Certified Survey Map #5979; Thence N 00°31'53" W along the East line of said Parcel 2, 688.96 feet to the Southeast corner of Parcel 1 of Certified Survey Map #5979; Thence S 88°28'56" W along the South line of said Parcel 1, 329.87 feet to the Southwest corner thereof; Thence N 00°32'02" W along the West line of Parcel 1 of said Certified Survey Map #5979, 465.95 feet to the Northwest corner thereof; Thence N 88°31'02" E along the North line of said Parcel 1, 225.02 feet; Thence N 00°32'30" W along the North line of said Parcel 1, 170.15 feet to the North line of the Southwest 1/4 of said Section 16; Thence N 88°27'46" E along the North line of the Southwest 1/4 of said Section 16, 434.90 feet to the Center 1/4 of said Section 16; Thence S 00°31'53" E along the East line of the Southwest 1/4 of said Section 16, 1325.07 feet to the point of beginning. Containing: 608,690 Square Feet, 13.974 Acres. Tax Key Nos. 839-9990-000 and 839-9991-004.

SECTION 2: The terms and provisions of this ordinance are severable. Should any term or provision of this ordinance be found to be invalid by a court of competent jurisdiction, the remaining terms and provisions shall remain in full force and effect.

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

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

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2019, by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2019.

ORDINANCE NO. 2019-____
Page 3

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____



REPORT TO THE PLAN COMMISSION

Meeting of November 7, 2019

**Comprehensive Master Plan Amendment,
and Rezoning.**

RECOMMENDATION: City Development Staff recommends approval of the Comprehensive Master Plan Amendment and Rezoning applications submitted by Franklin Public Schools.

Project Name:	Franklin Public Schools Comprehensive Master Plan Amendment & Rezoning
Project Location:	8429 W. Forest Hill Avenue/839 9990 000 8459 W. Forest Hill Avenue/839 9991 004
Property Owner:	Ronald and Susan Pesche
Applicant:	Franklin Public Schools
Agent:	James Milzer, Director of Business Services
Current Zoning:	R-6 Suburban Single-Family Residence District
2025 Comprehensive Plan:	Mixed Use
Use of Surrounding Properties:	Residential and Areas of Natural Resource Features
Applicant's Action Requested:	Recommendation of approval of the Comprehensive Master Plan Amendment and Rezoning.

Introduction

On May 21st, 2019, the applicant filed applications for a Comprehensive Master Plan Amendment and Rezoning for properties located at 8429 and 8459 W. Forest Hill Avenue.

The Comprehensive Master Plan Amendment requests to change the Future Land Use Map 2025 future land use designation for the subject properties from Residential and Areas of Natural Resource Features to Institutional and Areas of Natural Resource Features. The Areas of Natural Resource Features would be changed to match current wetland delineations by Vierbicher Associates, Inc.

The rezoning request is to amend the City's Zoning Map for these properties from R-6 Suburban Single-Family Residence District to I-1 Institutional District.

Note that for consistency, the rezoning request is contingent upon approval of the concurrent Comprehensive Master Plan Amendment Application.

On October 3rd, 2019, the Plan Commission held a public hearing regarding the rezoning application and on October 15th, 2019, the Common Council held a public hearing for the Comprehensive Master Plan Amendment. The public provided input during said hearings and the Plan Commission and Common Council announced that these applications will be presented by

the applicant before the Plan Commission on November 7th and Common Council on December 3rd.

The applicant is not proposing to develop the subject properties at this time. It should be noted that any future development will require use and site plan approval by the City. Further, additional information related to the site plan, landscaping, lighting, signage, natural resource protection, storm water, grading, etc. will be required at that time.

The applicant did not provide a conservation easement as part of the Comprehensive Master Plan Amendment and Rezoning, it would be a requirement with any proposed development of the site.

It was also suggested that the applicant submit a certified survey map at this time to combine the parcels into a single lot. It is anticipated that this will be necessary and required upon the future development of these parcels.

Project Description/Analysis

The subject properties are located directly west of the Franklin Public Schools District Office and Forest Park Middle School. The School District has indicated that all existing structures will be razed and potential future uses will generally consist of open space and community recreational use. More specifically, potential uses include:

- Multi-use grass fields for soccer, lacrosse and other district recreational facilities
- Tennis courts
- Classes operated by the Recreation Department for seniors and others

Comprehensive Master Plan Consistency

As noted, the City of Franklin 2025 Comprehensive Master Plan (CMP) identifies the subject properties as ‘Residential’ and ‘Areas of Natural Resource Features.’

There are many aspects and principles to consider within the Comprehensive Master Plan, but it can be noted that the proposed amendment to change the future land use designation for the property to Institutional is consistent with the following goals and objectives set forth within the Comprehensive Master Plan, which can be found in Chapter 2 Issues & Opportunities:

- #36. Continue to provide City residents with high-quality, efficient services, utilities and community facilities. (see Chapter 8)
 - Work with the school districts to identify the needs and locations for new facilities.
- #40. Establish cooperative planning with surrounding communities.
 - Continue cooperative planning with surrounding communities, Milwaukee County, MMSD, and the school districts.

- #41. Encourage coordination and cooperation among nearby units of government. (see Chapter 9)
 - Continue efforts to establish and maintain existing joint services and identify new opportunities for joint services with adjacent communities, school districts, the Milwaukee Metropolitan Sewerage District, civic organizations, etc.

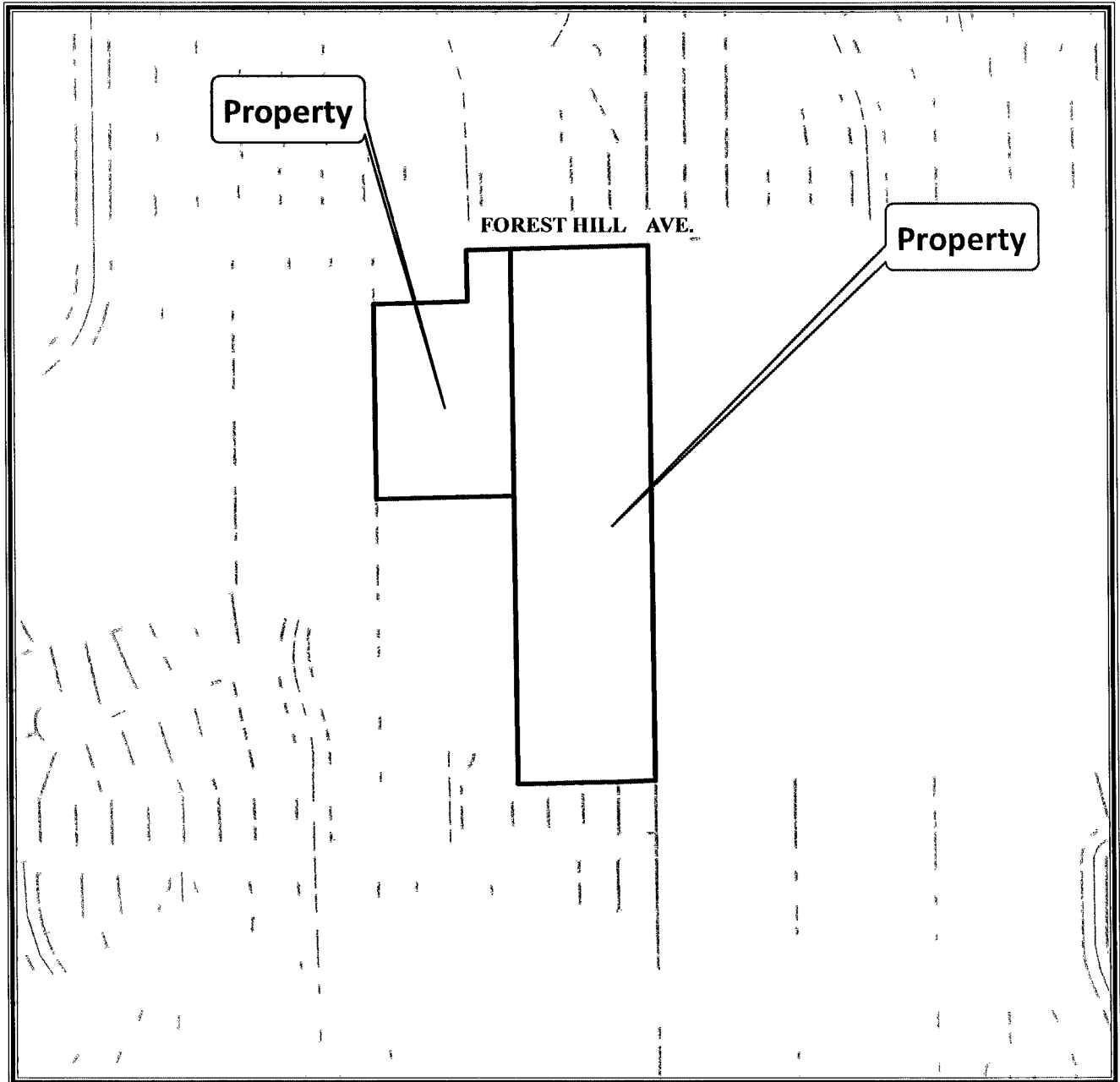
Recommendation:

A motion recommending approval of the proposed Comprehensive Master Plan Amendment and Rezoning as requested by the Franklin Public Schools District, subject to satisfying all comments within the comment letter dated August 20, 2019.



8429 & 8459 W. Forest Hill Ave.

TKNs: 839 9990 000 & 839 9991 004



Planning Department
(414) 425-4024

0 230 460 920 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*



2017 Aerial Photo

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE December 3, 2019
REPORTS & RECOMMENDATIONS	RESOLUTION TO MODIFY JOHNS DISPOSAL SERVICES, INC. CONTRACT TO PROVIDE WEEKLY RECYCLING AND AUTOMATED GARBAGE SERVICES	ITEM NUMBER <i>G.3.</i>

BACKGROUND

Over the past several months, the Common Council has considered changes to the Johns Disposal Services, Inc. contract. Staff was directed to negotiate automated garbage collection, recycling every week, and leaf pickup four times per year. The attached amendment considers those changes.

ANALYSIS

Summarized in the attached amendment.

OPTIONS

- A. Execute the attached amendment; or
- B. Refer to Staff with further instruction.

FISCAL NOTE

The adopted 2020 Budget considered these changes.

COUNCIL ACTION REQUESTED

(Option A) Resolution 2019- _____ a resolution to modify Johns Disposal Services, Inc. contract to provide weekly recycling and automated garbage services.

Engineering: GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2019 - _____

A RESOLUTION TO RESOLUTION TO MODIFY
JOHNS DISPOSAL SERVICES, INC. CONTRACT TO PROVIDE WEEKLY RECYCLING
AND AUTOMATED GARBAGE SERVICES

WHEREAS, John's Disposal Services, Inc. has a contract with the City of Franklin for garbage and recycling collection services effective January 1, 2018.

WHEREAS, John's Disposal Services, Inc. has performed the conditions of the contract in an acceptable manner and has recommended changes to benefit Franklin customers; and

WHEREAS, Franklin has discussed several issues primarily concerning: collection of garbage; frequency of recycling; collection of leaves; and costs associated with changes.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, that certain officials be authorized to execute a first amendment to the Refuse Collection, Disposal And Recycling Contract with John's Disposal Services, Inc.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2019 by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2019.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

FIRST AMENDMENT TO AGREEMENT

REFUSE COLLECTION, DISPOSAL AND RECYCLING

WHEREAS **Johns Disposal Service, Inc.**, hereinafter referred to as the "Contractor" and the **City of Franklin Wisconsin**, hereinafter referred to as the "City" entered into the agreement for Refuse Collection, Disposal and Recycling on January 1, 2018, hereinafter referred to as the "Agreement;" and WHEREAS the Contractor and the City by mutual consent wish to amend the Agreement to revise the garbage, recycling and yard waste collection. This amendment is made and entered into this _____ day of _____, 2019.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the above-named parties agree to amend the agreement beginning on January 1, 2020, as follows:

1. **Introduction is Correct.** The above introduction is true and correct and is hereby incorporated by reference.
2. **Section IV. THE CONTRACT PRICE — WEEKLY REFUSE COLLECTION** shall be modified as follows:

The City shall pay the Contractor for the performance of this contract, in current funds, at the following prices: (Note: The contractor shall be paid at the contracted cost that ~~should~~ **shall** not include the tipping fee, including ground water and other fees. The contractor will be paid on a monthly basis the actual fees paid to dispose of the refuse at Metro Landfill.)
3. **Section IV. SINGLE-FAMILY, TWO-FAMILY AND MULTI-FAMILY UNITS** shall be replaced with the following:

A **SINGLE-FAMILY, TWO-FAMILY AND MULTI-FAMILY UNITS**
January 1, 2020 — December 31, 2022
Estimated 11,373 residences @ \$ 62.70
Estimated Annual Refuse Total: \$ 713,087.10
4. **Section V. SPECIFICATIONS, paragraph C CONTAINERS** shall be replaced with the following:

All refuse to be collection will be placed at curbside in 48 or 96-gallon plastic carts that were provided by the Contractor. All material must be contained in the cart. The Contractor will deliver the carts to new units after notification of occupancy by the City. All carts are the property of the City for the duration of this agreement and must stay with the home. At the end of the agreement the Contractor will remove each cart from the resident's property at the Contractors expense. The homeowner is responsible for keeping the carts clean. The homeowner is responsible for damage, other than normal Wear, such as melting from fire or hot ashes, cuts from a saw, or other avoidable damage. In the event the homeowner is responsible for a lost or damaged cart(s), the replacement cost of \$60 for the 48/96 cart will be billed directly to the homeowner by the Contractor. The Contractor is responsible for normal wear to the cart, wheels or lid and will repair or replace the cart in a timely manner after the homeowner informs the Contractor of the problem. The Contractor is responsible for damage caused from snow plows or passing vehicles. The carts shall be placed upon the driveway entrance within five (5) feet of the curb line or edge of street or road.
5. **VI. BRUSH AND LEAF PICK-UP** shall be replaced with the following.

The Contractor shall indicate below the cost to provide four (4) times a year brush and leaf pick-up and disposal.

All brush shall be cut into five-foot maximum lengths and placed in neat, orderly piles at the curb or edge of road. The collection shall be limited to five cubic yards per residence per pick-up. No branches or logs over six inches in diameter need be collected. The leaves shall be placed in paper bags or in 40-gallon or smaller garbage cans labeled "yard waste" and placed at the curb or edge of road. Cans and bags are limited to 60 lbs. each. There shall be no limit on the amount of leaves placed at the curb for pick-up. Brush and leaf collection sequence shall follow the daily garbage collection routes. The anticipated collection times for the brush and leaf pick-ups are once in the spring and three collections in the fall. The specific week of each pick-up will be determined by the City. The Contractor shall provide, at its own expense, a suitable disposal site(s) for the brush and leaves collected. All sites shall comply with all local, state and federal laws, rules, ordinances, regulations and orders. The Contractor shall call Public Works with addresses where brush pile or leaves will not be picked up due to non-compliance, and the specific reason for non-compliance.

The Contractor shall bill the City a lump sum cost for each scheduled yard waste collection. In the first year of this amendment (2020), the City will have no more than FOUR (4) pre-scheduled City-wide yard waste collections, which include all single-family, two-family and multi-family units which are included in this Refuse Collection, Disposal and Recycling Agreement.

A. SINGLE-FAMILY, TWO-FAMILY AND MULTI-FAMILY UNITS

January 1, 2020 — December 31, 2022

Total per scheduled collection \$ 15,000.00

Total per year (4 collections) \$ 60,000.00

6. **VII. RESIDENTIAL CURBSIDE RECYCLING AND PROCESSING** shall be replaced with the following:

A. In addition to the collection and disposal of household refuse, the Contractor shall collect on a weekly basis at curbside and provide the processing for the following recyclable materials:

1. Clear, brown and green glass
2. Tin cans
3. Newspaper and mixed residential paper
4. Aluminum
5. Plastic containers #'s 1--7
6. Magazines
7. Cardboard

B. Recyclables will be placed at curbside in 48 or 96-gallon plastic carts that were provided by the Contractor. All material must be contained in the cart. The Contractor will deliver the carts to new units after notification of occupancy by the City. All carts are the property of the homeowner for the duration of this agreement and must stay with the home. At the end of the agreement the Contractor will take ownership of the carts and remove each cart from the resident's property at the Contractors expense. The homeowner is responsible for keeping the carts clean. The homeowner is responsible for damage, other than normal Wear, such as melting from fire or hot ashes, cuts from a saw, or other avoidable damage. In the event the homeowner is responsible for a lost or damaged cart(s), the replacement cost of \$60 for the 48/96 cart will be billed directly to the homeowner by the Contractor. The Contractor is responsible for normal wear to the cart, wheels or lid and will repair or replace the cart in a timely manner

after the homeowner informs the Contractor of the problem. The Contractor is responsible for damage caused from snow plows or passing vehicles. The carts shall be placed upon the driveway entrance within five (5) feet of the curb line or edge of street or road.

- C Additions and Deletions. The City of Franklin reserves the right to add or delete recyclable items in accordance with state and federal law and to add or delete them from the collection service provided under this contract. No additional payment shall be made for said additions or deletions. Written notice shall be provided to the contractor of such additions or deletions and to the service recipients by the City of Franklin.
- D. Upon collection, all recyclables will become the property of the Contractor and all revenues received from the proper sale and processing of said recyclables shall be retained by the Contractor. No recyclables shall be disposed of in a landfill or similar disposal site or in any illegal manner.

SINGLE-FAMILY, TWO-FAMILY AND MULTI-FAMILY UNITS

January 1, 2018 — December 31, 2022

Estimated 11,373 residences @ \$ 61.20

Estimated Annual Recycling:\$ 696,027.60

7. Section X. **SUMMARY OF COSTS AND ANNUAL RATE ADJUSTMENTS** shall be modified as follows:

The rates for all services to be provided under this Contract as set forth in Paragraphs, IV, VI, VII, and VIII above shall be adjusted annually for the years 2019 ~~through 2022~~, **2021, and 2022** by an increase in the Bureau of Labor Statistics- Consumer Price Index- All Urban Consumers,

Except as modified herein, the Agreement is ratified and confirmed in all respects. In the event of any conflict between the terms and conditions of this Amendment and the Agreement, the terms and Conditions of this Amendment shall control. This Amendment may be signed in two counterparts. The date of final signature hereto shall be deemed the date of this Amendment No. 1, and the effective date of this Amendment shall be January 1, 2020.

IN WITNESS WHEREOF, the said CONTRACTOR has caused this instrument to be executed, in the case of an individual by personal signature, in the case of a partnership by the signatures of the members thereof, in the case of a cooperative or a corporation by the proper officers thereof, and the said CITY has caused it to be executed by its Mayor and countersigned by its City Clerk upon authority duly given therefore.

IN PRESENCE OF:

_____	_____	(SEAL)
_____	_____	(SEAL)
_____	_____	(SEAL)

CITY OF FRANKLIN

_____	_____
	MAYOR, STEPHEN R OLSON

COUNTERSIGNED:

_____	_____
	CITY CLERK, SANDRA L WESOLOWSKI

COUNTERSIGNED:	Provisions have been made to pay the liability that will accrue under this contract
----------------	--

_____	_____
	DIRECTOR OF FINANCE & TREASURER, PAUL ROTZENBERG

APPROVED AS TO FORM:	_____
	CITY ATTORNEY, JESSE WESOLOWSKI

NOTE: When executed by an individual or partnership, signature should be under seal and witnessed by two persons. When executed by corporation or cooperative, contract should be signed by President and Secretary thereof and corporate seal affixed.

CERTIFICATE TO BE EXECUTED

IF

CONTRACTOR IS A CORPORATION

I, _____

certify that I am the _____

of the corporation named as Contractor hereinabove; that _____,

who signed the foregoing contract on behalf of the Contractor was then

of said Corporation; thence said contract was duly signed for in behalf of said Corporation by authority of
the _____ Governing

body and is within the scope of its corporate powers.

(CORPORATE SEAL)

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE December 3, 2019
REPORTS AND RECOMMENDATIONS	A Resolution Authorizing Certain Officials to Execute an Agreement to Continue Professional Environmental Engineering Services to Monitor Compliance at the Metro Recycling & Disposal Facility to December 31, 2020, with JSA Environmental, Inc.	ITEM NUMBER <i>6.4.</i>

JSA Environmental, Inc. has been providing landfill monitoring services at the Metro landfill for the past 15 years. The last annual contract expires December 31, 2019. Attached is a draft contract to renew the terms of the 2019 agreement for 2020; (mileage charge cost is the same as for 2019; hourly rates remain the same and JSA states that those hourly rates have not changed since 2008) and a resolution authorizing same. Waste Management of Wisconsin, Inc. is obligated to provide reimbursement for the contract cost pursuant to Article IV.24.B. of the WWMI Metro Landfill Facility Greenspace Protection and Limited Landfill Expansion Agreement dated August 16, 2010. The contract price is a cost not to exceed \$20,000.00, as adjusted by the consumer price index as set forth in the Agreement.

COUNCIL ACTION REQUESTED

A motion to adopt A Resolution Authorizing Certain Officials to Execute an Agreement to Continue Professional Environmental Engineering Services to Monitor Compliance at the Metro Recycling & Disposal Facility to December 31, 2020, with JSA Environmental, Inc.

jw



November 8, 2019

Project No: 1036.10066
Jesse Wesolowski, Esq
Attorney to the City of Franklin
11402 W. Church Street
Franklin, Wisconsin 53132

Re: 2020 JSA Environmental Professional Services for the City of Franklin

Dear Jesse;

We, JSA Environmental (JSA), would like to continue to offer our Professional Services to the City of Franklin. We consider the City of Franklin to be a Legacy Client and offer rates and terms that we have maintained since 2008. These rates and conditions are attached. Also attached, please find our "Scope of Professional Services". JSA currently audits the WMWI Metro Facility twice per month and reports directly to the Waste Facility Monitoring Committee, and its Chair, Marvin Wolff.

I, and my staff, greatly appreciate the experience and the continued opportunity to serve the City of Franklin. If you, or the City of Franklin, have any questions or comments regarding our current or future services, please do not hesitate to contact me.

Thank you,

A handwritten signature in black ink, appearing to read 'Jo-Walter Spear, Jr.', with a horizontal line underneath.

Jo-Walter Spear, Jr., P.E., S.C.
JSA Environmental, Project Manager and President

STANDARD AGREEMENT FOR SERVICES TO MONITOR COMPLIANCE AT METRO RECYCLING AND DISPOSAL FACILITY DURING OPERATIONS AND CONSTRUCTION

This Standard Agreement for Services (the "AGREEMENT") is between JSA Environmental, Inc., a Subchapter S corporation organized pursuant to Wisconsin Law (CONSULTANT), and the City of Franklin, a municipal corporation organized pursuant to Wisconsin Law (CLIENT).

ARTICLE 1. SCOPE OF SERVICES

The CONSULTANT shall provide consulting services (the "Services") as described in Attachment A. An initial draft of the Auditor's Manual shall be provided to the Metro Recycling & Disposal Facility Monitoring Committee by CONSULTANT within 7 (all days shall be calendar days) days of the date of notice and authorization to CONSULTANT to proceed. CONSULTANT shall further respond to any Committee requirements upon such Auditor's Manual within 7 days of receipt. Odor monitoring Services shall commence within 7 days of the Monitoring Committee's approval of the Auditor's Manual. Notwithstanding anything to the contrary set forth in Attachment A, all auditing reports shall additionally be provided by CONSULTANT to the Monitoring Committee, reports to the City of Franklin shall be to the City Clerk, and all reports prepared in the ordinary course of business shall be delivered electronically, except for quarterly reports, which shall be delivered in paper form to the Monitoring Committee and the City Clerk. Electronic transmissions of all reports shall be made by CONSULTANT within 24 hours of the completions of such reports. Initial odor complaint mapping shall be completed by CONSULTANT concurrent with the completion of the Auditor's Manual. Hours budgeted for operations and construction auditing within Attachment A include and are sufficient to allow for the provision of professional advice by CONSULTANT upon the request of CLIENT, as to available remedies or available remedial action, which may be necessary to cure any occurrences or conditions disclosed upon audit.

ARTICLE 2. COMPENSATION

Compensation to be paid by CLIENT to the CONSULTANT is described in Attachment A. Notwithstanding anything to the contrary set forth in Attachment A, CONSULTANT shall provide those Services and those Service hours per Task for such total compensation and expenses as shall not exceed those "TOTAL" amounts as are specifically allocated to such Tasks, respectively, in Attachment A. Such TOTAL amounts include all costs for labor, overhead, G&A, benefits, taxes, profit and all actual reasonable expenses, which shall be in such amounts and as set forth upon the "Standard Rates and Conditions" schedule contained within Attachment A. Total compensation and expenses for all landfill operations auditing Services (including odor monitoring) to be provided annually, commencing January 1, 2020, shall not exceed \$20,000.00, as adjusted by the consumer price index as set forth in the WMWI Metro Landfill Facility Greenspace Protection and Limited Landfill Expansion Agreement dated August 16, 2010, at Article IV 24.B.

STANDARD AGREEMENT FOR SERVICES TO MONITOR COMPLIANCE AT METRO RECYCLING AND DISPOSAL FACILITY DURING OPERATIONS AND CONSTRUCTION

ARTICLE 3. TERMS OF PAYMENT

Payment by CLIENT to CONSULTANT shall be monthly, based on the invoicing provided by CONSULTANT

A. INVOICING

The CONSULTANT shall submit itemized invoices to CLIENT for progress payments once each month during the progress of the Services. Such invoices will represent the value of the completed Services, and will be prepared in such form and supported by documentation as CLIENT may reasonably require.

B. PAYMENTS

CLIENT will review and approve invoices for payment. CLIENT will make payment to the CONSULTANT within thirty (30) days after receipt of the invoice. Progress payments to CONSULTANT will not constitute acceptance of the Services.

C. LIENS

CONSULTANT will promptly pay for all services, labor, material, and equipment used or employed in the Services, and will maintain all materials, equipment, structures, buildings, premises, and other subject matter hereof free and clear of mechanic's or other liens.

ARTICLE 4. OBLIGATION OF CONSULTANT

A. INDEPENDENT CONTRACTOR

CONSULTANT is an independent contractor and will maintain complete control of and responsibility for its employees, subcontractors, and agents. The CONSULTANT shall also be solely responsible for the means and methods for carrying out the Services.

B. REPORTING

CONSULTANT shall, if requested by CLIENT, submit with its monthly invoice, progress reports, in a form acceptable to CLIENT.

C. PERFORMANCE

The standard of care applicable to CONSULTANT Services will be the degree of skill and diligence normally employed by others performing the same or similar Services and that of a professional engineer in Southeastern Wisconsin. The CONSULTANT will reperform any Services not meeting this standard without additional compensation.

D. WORKING FILES

CONSULTANT will maintain files containing all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this AGREEMENT. CONSULTANT will provide copies of the information contained in its working files to CLIENT upon request of CLIENT and at the CLIENT'S cost. All copies of information and data given to CONSULTANT by CLIENT or generated by CONSULTANT in performance of the Services will be delivered by the CONSULTANT to CLIENT upon termination of the AGREEMENT. CONSULTANT may retain one copy of any documentation pertaining to the Services performed after the termination of this AGREEMENT.

E. HOLD HARMLESS

CONSULTANT shall and hereby agrees to indemnify, defend, hold harmless and release CLIENT

STANDARD AGREEMENT FOR SERVICES TO MONITOR COMPLIANCE AT METRO RECYCLING AND DISPOSAL FACILITY DURING OPERATIONS AND CONSTRUCTION

(including its directors, officers, employees, representatives and agents) for any and all losses, demands, damages, claims, costs and expenses (including reasonable attorney's fees and costs) relating to or resulting from bodily injury or death, and for damage to property during or related to the Services under this AGREEMENT, provided, however, this release shall not be effective as to the extent that any such bodily injury or death or damage to property resulted from gross negligence or willful misconduct of CLIENT

F. CODES, LAWS, AND REGULATIONS

CONSULTANT will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this AGREEMENT. CLIENT shall provide copies of local ordinances and agreements pertaining to the site to CONSULTANT

G. PERMITS, LICENSES, AND FEES

CONSULTANT will obtain and pay for all permits and licenses required by law that are associated with the CONSULTANT'S performance of the Services and will give all necessary notices

H. INSURANCE

CONSULTANT shall, during the term of the AGREEMENT, maintain insurance coverage with an authorized insurance carrier acceptable to CLIENT in amounts equal to the minimum limits set forth below

A. Limit of General/Commercial Liability	\$1,000,000.00
B. Automobile Liability; Bodily Injury/Property Damage	\$1,000,000.00
C. Worker's Compensation and Employer's Liability	Statutory
D. Professional Liability	\$1,000,000.00

Certificates of insurance evidencing the above shall be delivered to CLIENT on request and shall provide that such coverages may not be canceled or amended without 30 day prior notice to CLIENT and naming CLIENT as an additional insured for General Liability

I. ACCESS TO RECORDS

The CONSULTANT will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. Unless otherwise provided in a Task Order said records will be available for examination by CLIENT during CONSULTANT'S normal business hours for a period of three (3) years after CONSULTANT'S final invoice to the extent required to verify the costs incurred hereunder

J. SUSPENSION OF WORK

The CONSULTANT will, upon written notice from CLIENT, suspend, delay or interrupt all or a part of the Services. In such event, CONSULTANT will resume the Services upon written notice from CLIENT, and an appropriate extension of time will be mutually agreed upon and added to CONSULTANT'S time of performance. CLIENT will reimburse CONSULTANT for reasonable termination and start up costs should work be suspended, interrupted or delayed unless due to the wrongful act or omission of CONSULTANT under this AGREEMENT or its duties of skill and diligence.

K. WORKING RELATIONSHIP BETWEEN WASTE MANAGEMENT OF WISCONSIN, Inc., J Spear Associates, Inc. AND THE CITY OF FRANKLIN

During the term of this AGREEMENT no CONSULTANT employee or subconsultant working under this AGREEMENT shall knowingly perform any work for Waste Management of Wisconsin, Inc. or any of its subsidiaries. No CONSULTANT employee or subconsultant who has done work for Waste Management of Wisconsin, Inc. within two years of this AGREEMENT shall be

STANDARD AGREEMENT FOR SERVICES TO MONITOR COMPLIANCE AT METRO RECYCLING AND DISPOSAL FACILITY DURING OPERATIONS AND CONSTRUCTION

assigned to work under this AGREEMENT

L. CONFLICT OF INTEREST

CONSULTANT warrants that neither it nor any of its affiliates, their officers, employees or agents, have any financial or other personal interest that would conflict in any manner with the performance of the services under this AGREEMENT and that neither it nor any of its affiliates, their officers, employees or agents, will acquire directly or indirectly any such interest. CONSULTANT warrants that it will immediately notify CLIENT if any actual or potential conflict of interest arises or becomes known to CONSULTANT. Upon receipt of such notification, review and written approval is required from CLIENT for the CONSULTANT to continue to perform work under this AGREEMENT.

M. CONSULTANT'S PERSONNEL AT THE SUBJECT SITE

The presence of duties of CONSULTANT'S personnel at the subject site, whether as onsite representatives or otherwise, do not make CONSULTANT or its personnel in any way responsible for those duties that belong to the CLIENT and/or contractors, or other entities, and do not relieve the contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction/operation methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of work in accordance with the Contract Documents and any health and safety precautions required by such activities. CONSULTANT and its personnel have no authority to exercise control over any contractor or other entity or their employees in connection with their work or any health and safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health and safety deficiencies of the contractor or other entity or any other persons at the site other than CONSULTANT'S own personnel.

The presence of CONSULTANT'S personnel at the subject site is for the purpose of providing CLIENT a greater degree of confidence that the complete work will conform to the applicable siting agreements and local and state laws, rules, codes, orders, and ordinances and that the integrity of the terms as reflected in the applicable siting agreements and local and state laws, rules, codes, orders, and ordinances have been implemented and preserved by the contractors. CONSULTANT neither guarantees the performance of the contractors nor assumes responsibility for contractor's failure to perform their work in accordance with the applicable siting agreements and local and state laws, rules, codes, orders, and ordinances.

ARTICLE 5. OBLIGATIONS OF CLIENT

A. TIMELY REVIEW

CLIENT will examine the CONSULTANT'S studies, reports, proposals, and other related documents and render decisions required by CONSULTANT in a timely manner.

B. PROMPT NOTICE

CLIENT will give written notice to CONSULTANT whenever CLIENT observes or becomes aware of any development that affects the scope or timing of CONSULTANT Services, or any defect in the work of the CONSULTANT.

C. CHANGES

CLIENT may, by written order only, make changes, revisions, additions, or deletions (collectively

STANDARD AGREEMENT FOR SERVICES TO MONITOR COMPLIANCE AT METRO RECYCLING AND DISPOSAL FACILITY DURING OPERATIONS AND CONSTRUCTION

hereinafter called "changes") in the Services. CONSULTANT will immediately, upon knowledge of any potential changes (including actions, inactions, and written or oral communications) that do not conform to the authorized method of directing changes specified herein, notify CLIENT of such changes and will request written disposition. The CONSULTANT will not proceed with any changes unless notified to proceed in writing by CLIENT. Nothing herein will be construed as relieving the CONSULTANT of its obligations to perform, including without limitation, the failure of the parties to agree upon the CONSULTANT entitlement to, or the amount of, any adjustment in time or compensation. Any claim by the CONSULTANT for an adjustment under this paragraph must be preceded by CONSULTANT'S written notice to CLIENT prior to performing any work or changes that such work or changes will require additional payment to that contemplated by this AGREEMENT. If the Services are reduced by changes, such action will not constitute a claim for damages based on loss of anticipated profits.

D. AUTHORITY OF CLIENT

The authority and responsibility of CLIENT are limited to the provisions set forth in this AGREEMENT.

ARTICLE 6. GENERAL LEGAL PROVISIONS

A. PROPRIETARY INFORMATION

All prices, rates, designs, reports, data, services, specifications, and other information related to the Services contain and comprise proprietary and company confidential information of CLIENT, and potentially other teaming partners. Except for the purpose hereof, CONSULTANT shall not publish or disclose to any third party or make use of such information during or at any time following the expiration or earlier termination hereof except if such disclosure is required by CLIENT, order of a court of competent jurisdiction, or otherwise required by applicable law.

B. ASSIGNMENTS

Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this AGREEMENT, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. These conditions and the entire AGREEMENT are binding on the heirs, successors, and assigns of the parties hereto.

C. WAIVERS

No waiver by either party of any default by the other party in the performance of any provision of this AGREEMENT will operate as, or be construed as, a waiver of any future default, whether like or different in character.

D. FORCE MAJEURE

Neither party to this AGREEMENT will be liable to the other party for delays in performing the Services, or for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, and acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any cause beyond the reasonable control or contemplation of either party.

E. AUTHORIZATION TO PROCEED

Verbal authorization by CLIENT, followed by confirming letter to CONSULTANT will be authorization for CONSULTANT to proceed with the Services.

F. NO THIRD PARTY BENEFICIARIES

This AGREEMENT gives no rights or benefits to anyone other than the CONSULTANT and

STANDARD AGREEMENT FOR SERVICES TO MONITOR COMPLIANCE AT METRO RECYCLING AND DISPOSAL FACILITY DURING OPERATIONS AND CONSTRUCTION

CLIENT and has no third party beneficiaries

G. JURISDICTION

The laws of the State of Wisconsin shall govern the validity of this AGREEMENT its interpretation and performance, and any other claims related to it. The venue for any dispute shall be the Circuit Court for Milwaukee County. The prevailing party in any such litigation shall be entitled to be awarded its reasonable attorney's fees.

H. SEVERABILITY AND SURVIVAL

If any of the Provisions contained in this AGREEMENT are held invalid, illegal, or unenforceable the unenforceability of the other remaining provisions shall not be impaired thereby. Limitations of liability, indemnities, and other express representations shall survive termination of this AGREEMENT for any cause.

I. TERMINATION

(1) TERMINATION FOR CONVENIENCE

CLIENT, for its convenience, may, effective forthwith upon any notice, terminate all or part of this AGREEMENT. In such event the CONSULTANT will be entitled to compensation for the Services competently performed up to the date of termination. The CONSULTANT will not be entitled to compensation for profit on the Services not performed.

(2) TERMINATION FOR DEFAULT

CLIENT may, by written notice, terminate the whole or any part of the AGREEMENT for default in the event that the CONSULTANT fails to perform any of the provisions of this AGREEMENT, or fails to make progress as to endanger performance of the AGREEMENT in accordance with its terms, or, in the opinion of CLIENT, becomes financially or legally incapable of completing the Services and does not correct such to CLIENT'S reasonable satisfaction within a period of seven (7) working days after receipt of notice from CLIENT specifying such failure.

If after notice of termination, it is determined for any reason that the CONSULTANT was not in default or that the default was excusable, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to TERMINATION FOR CONVENIENCE.

In the event of termination for default, the CONSULTANT will not be entitled to termination expenses. Regardless of the cause of termination the CONSULTANT shall deliver legible copies of all completed or partially completed work products and instruments of service including, but not limited to laboratory, field or other notes, log book pages, terminal data, computations and designs.

The rights and remedies of CLIENT provided in this Article will not be exclusive and are in addition to any other rights and remedies provided by law or equity or under this AGREEMENT.

J. DELAYS AND EXTENSION OF TIME

If the CONSULTANT is delayed in the progress of the Services by any act or neglect of CLIENT or by any separate teaming partner, or by strikes, lockouts, fire, unusual weather conditions, or unavoidable casualties, the CONSULTANT will, within twenty-four (24) hours of the start of the occurrence give notice to CLIENT of the cause of the potential delay and estimate the possible

STANDARD AGREEMENT FOR SERVICES TO MONITOR COMPLIANCE AT METRO RECYCLING AND DISPOSAL FACILITY DURING OPERATIONS AND CONSTRUCTION

time extension involved Due to the time sensitive nature of the Services bring provided by CONSULTANT any extension or delays in CONSULTANT'S performance must be negotiated by the parties such that CLIENT can still meet deadlines which are established by entities that are not parties to this AGREEMENT No extension of time will be granted to the CONSULTANT for delays occurring to parts of the Services that have no measurable impact on the completion of the Services under this AGREEMENT No extension of time will be considered for weather conditions normal to the area in which the Services are being performed Unusual weather conditions if determined by CLIENT to be of a severity that would stop all progress may be considered as cause for an extension of completion time Delays in delivery of equipment or material purchased by the CONSULTANT or its subcontractors will not be considered as a just cause for delay The CONSULTANT will be fully responsible for the timely ordering, scheduling, expediting, and/or delivery of all equipment, materials, and personnel.

K. TERM OF AGREEMENT

The AGREEMENT shall extend to and expire upon December 31, 2020 This term may be extended by mutual consent of both parties

ARTICLE 7. NOTICES

For the purposes of this agreement, notices will be by United States Mail to

For the CLIENT

For the CONSULTANT

JSA Environmental, Inc

2410 N Palmer Street

Milwaukee, WI 53212

ATTN: Jo-Walter Spear, Jr., P.E

ARTICLE 8. SIGNATURES AND ATTACHMENTS

A. The following attachments are made part of this AGREEMENT Attachment A

B. This AGREEMENT executed in duplicate original, represents the entire AGREEMENT between the parties, supersedes all prior agreements and understandings and may be changed only by a written amendment executed by both parties

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed on the dates set forth below and delivered and effective the ____ day of December, 2019

Approved for JSA Environmental, Inc.

Accepted for City of Franklin

By _____

By _____

**STANDARD AGREEMENT FOR SERVICES TO MONITOR
COMPLIANCE AT METRO RECYCLING AND DISPOSAL
FACILITY DURING OPERATIONS AND CONSTRUCTION**

Name Jo-Walter Spear, Jr., P.E.

Title Project Manager

Date _____

Name Stephen R. Olson

Title Mayor

Date _____

By _____

Name Sandra L. Wesolowski

Title City Clerk

Date _____

By _____

Name Paul Rotzenberg

Title Director of Finance & Treasurer

Date _____

Approved as to form

By _____

Name Jesse A. Wesolowski

Title City Attorney

Date _____

JSA Environmental, Inc. (JSA) Scope of Professional Engineering Services to The City of Franklin, WI

LANDFILL OPERATIONS AUDITING

The scope of services has been broken down into the following tasks:

Task 1 Auditor's Manual

The auditor's manual is reviewed and updated, annually. The budget for this task assumes one hour to review and update the manual.

Deliverables: Auditors Manual

Task 2 Operations and Construction Audit

JSA auditors will perform audits of landfill operations and any construction activities occurring during the audit. The audit of operations will include, but not be limited to, observation of waste receipt; weigh-in, placement and compaction of wastes; the application of cover materials and cover integrity; odor monitoring (on-site and off-site); leachate management, including leachate recirculation, evaporation, and disposal; landfill gas recovery system operations; flare stability and consistency; vegetation observations for signs of landfill gas or leachate stress; and other necessary operations for the facility. To maximize the efficiency of the audits, JSA has prepared an audit form that encompasses regulatory, permit, and contractual requirements, as well as other standards of practice in the solid waste industry. JSA has used this form, or one similar to it, at other facilities. JSA will provide the City of Franklin, Metro Waste Disposal and Recycling Monitoring Committee (Committee) and Metro Waste Disposal and Recycling Facility(Metro) with an audit report following each site visit. Particular attention will be paid to activities and procedures that do not conform the contract between Metro and the City of Franklin (City). We will provide our findings and recommendations to the Committee in writing.

Inspection of operations will be conducted during each site visit, as appropriate. Construction continues at a landfill after the major actions of building new cells. The addition of a new landfill gas recovery well, placement of incremental cap areas, erosion damage repairs and other construction activities will be observed if they are in process during the audit.

Our team has extensive experience in all aspects of landfill construction and operation and will draw upon our Project Manager's experience with landfill construction and operations, with the support of our Principal, who has over 30 years of landfill construction and operations experience. We will use our experience to anticipate problems and to keep the City fully informed of the project status.

Our budget for this task is based on the assumption that one team member will spend 3 to 4 hours at the site each week, with senior review of the audit reports.

During periods of intense or complex construction, the audits may consume more time than anticipated above. Our experience in other audit situations is that there are opportunities to manage the total budget to prevent budget over runs at the project level.

Deliverables: Copy of landfill operations audit report following each site visit, including a copy of the landfill construction audit report for construction activity occurring during the audit; Year End Report

Task 3 Odor Monitoring

JSA will conduct Odor Monitoring before and during every audit event at the Metro site. A course about the landfill has been defined for the limits of odor monitoring and the results of each event are recorded upon a map that is included in the Audit report. JSA also maintains an online database of all odors reported and their geographic location about the Metro site.

Deliverables: Copy of the Odor Monitoring Map with every Audit Report, provide and maintain database of odor complaints.

Task 4 Environmental Monitoring and Data Analysis

At the direction of the City or the Committee, JSA will review and evaluate groundwater quality and surface water quality data, groundwater elevation data, leachate quality data; and landfill gas data provided by Metro to the City or the Wisconsin Department of Natural Resources (WDNR). This evaluation will include both a general trend analysis and a trend analysis that relates to the background data.

If our team identifies significant changes or anomalies in the groundwater or surface water data, we will evaluate the impact of the landfill on those changes and notify the City. At the request of the City, we will identify appropriate mitigation actions and present these actions in a technical memorandum for the City's review.

Deliverables: Quarterly and Annual review of Metro's analysis of groundwater and surface water quality and an assessment of the numerical results; a memorandum summarizing the observation during a quarterly groundwater and surface water monitoring event; quarterly and annual review of Metro's sampling and analysis of landfill gas and an assessment of the numerical results; and a memorandum summarizing the observation during a landfill gas monitoring event.

Task 5 Facility Closure and Post-Closure Care Monitoring

At the direction of the City, JSA will make independent annual determinations of the funding level (+30% or -50%) necessary to close the landfill and to monitor and maintain it for a period of 30-years following closure. This level will be compared to the current balance of the facility closure, monitoring, and maintenance funds or current calculations of that fund, by Metro. We will provide a written

assessment to the City indicating whether sufficient funds have been set aside.

Deliverable: Annual written report assessing funding requirements for closure and post-closure monitoring.

Task 6 Attendance at Landfill Committee Meetings

JSA will attend the Committee Meetings in order to address questions from members of the committee. Typically, the Auditor and/or an engineer will attend the meeting, based on our understanding of committee concerns. We request to be placed on the agenda early in the meeting and will attend for a period of one hour at no cost to the City. If we are requested to remain after the hour, the City will be billed for the time at the regular hourly rate of our attendees. The budget for this task assumes that we will spend no more than one hour at the meetings.

Deliverable: Documentation as requested by the committee at prior meetings, if any.

Task 7 Additional Services as Requested

JSA is prepared to perform a variety of tasks for the duration of the contract period not specifically addressed in the scope of services. Our experience suggests that the flexibility offered by this arrangement will be extremely valuable to the City. Because of the variety of situations that are encountered in the course of landfill construction and operation, there are services that may be requested that can not be envisioned at the time the scope of services is written. The following list is not a proposal for additional services, but a short lists of examples of services we have been asked to provide during an audit contract that were not envisioned in the contract:

- Consultation regarding storm water and erosion control when problems occur,
- Consultation regarding alternative daily cover,
- Consultation regarding the Operator's plans to meet new regulations including air quality, gas management, and NPDES regulations,
- Consultation regarding Operator proposals to change environmental monitoring plans,
- Solid waste market assessment and consultation,
- Consultation on the effectiveness and selection of landfill deodorants,
- Consultation on and the preparation of comments regarding legislation or regulation that effects landfill operation or impacts the agreement between the community and the landfill

Deliverable: Deliverable and level-of-effort for activities under this Task will be developed on a case by case basis as requested by the City

**Standard Rates and Conditions
For Legacy Clients
2020**

<u>Title</u>	<u>Rate</u>
Principal	\$120.00
Project Manager	\$ 85.00
Administration	\$ 50.00
Engineering Technician	\$ 50.00

Mileage is billed at \$ 0.63 per mile and travel is billed at one-half the traveler's hourly rate. Copies are billed at \$ 0.10 per page for letters, memoranda, reports, etc and \$0.65 for color letter sized. Drawings are billed at \$ 0.75 per square foot of drawing for black and white and \$ 8.00 per square foot for color. All other direct expenses are itemized on our invoice. Invoicing will include any disposable supplies or special equipment, as applicable. Clients will be provided with a secure Intranet page, for the receipt and maintenance of deliverables and other documents. Our secure intranet page is also available for collaborative document development and review. A 10 % surcharge will be applied to all expenses to cover administration and management. Each client invoice is assessed a \$50.00 Administrative Services Fee to recover accounting and billing costs.

JSA Environmental charges time on the basis of the nearest ½ hour for engineers and planners and the nearest ¼ hour for graphics, CAD, and Administrative personnel. Invoicing is done at least once each month, either around the middle of the month or the end of the month, based on client preference. Invoices will be submitted within ten (10) days of the close of the billing period and are payable upon receipt. Should invoices be issued outside of this schedule, they are due and payable upon receipt. JSA reserves the right to assess late charges of 5.0% of the principal per month against all invoices not paid within 60 days of issuance. In addition, work on the project by JSA may be suspended and data, reports and/or other products withheld, should invoices not be paid within 45 days. Invoices are due and payable upon receipt. Invoices paid within fifteen (15) days of issuance are eligible for a 2.5% discount, which maybe taken by the client when making payment.

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

RESOLUTION NO. 2019-_____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN
AGREEMENT TO CONTINUE PROFESSIONAL ENVIRONMENTAL ENGINEERING
SERVICES TO MONITOR COMPLIANCE AT THE METRO RECYCLING &
DISPOSAL FACILITY TO DECEMBER 31, 2020, WITH
JSA ENVIRONMENTAL, INC.

WHEREAS, JSA Environmental, Inc. having proposed to provide continued services as previously approved by the Common Council for the monitoring of the Metro Recycling & Disposal Facility landfill operations, for compliance with applicable state and local laws, codes, rules, orders and ordinances and siting agreements, to the end of the year 2020, the cost of such services being reimbursable to the City pursuant to Article IVB. of the WMWI Metro Landfill Facility Greenspace Protection and Limited Landfill Expansion Agreement; and

WHEREAS, the Common Council having considered such proposal and the resources currently available to obtain such monitoring services, and the benefit to the Community from the provision of such services and having found such proposal to be reasonable.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the agreement for Professional Environmental Engineering Services to Monitor Compliance at Metro Recycling & Disposal Facility landfill, with JSA Environmental, Inc., as previously extended by the Common Council to December 31, 2019, be further extended to December 31, 2020, to provide services limited to bi-monthly audits, reports thereon and government meeting attendance limited to one hour each meeting, and such prior contract terms as may be applicable thereto, at cost not to exceed \$20,000.00, as adjusted by the consumer price index as set forth in the WMWI Metro Landfill Facility Greenspace Protection and Limited Landfill Expansion Agreement dated August 16, 2010, at Article IV.24.B., and all in such form and content as annexed hereto, be and the same is hereby approved.

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

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2019.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2019.

RESOLUTION NO. 2019-____
Page 2

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/03/2019
REPORTS & RECOMMENDATIONS	A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR A DAYCARE FACILITY USE UPON PROPERTY LOCATED AT 7760 SOUTH LOVERS LANE ROAD (STEVE PAGNOTA, MANAGING MEMBER OF BRADFORD FRANKLIN LLC, APPLICANT)	ITEM NUMBER <i>G.5.</i>

At the regular meeting of the Plan Commission on November 19, 2019, following a properly noticed public hearing, the following action was approved: a motion to recommend approval of a Resolution imposing conditions and restrictions for the approval of a Special Use for a daycare facility use upon property located at 7760 South Lovers Lane Road. The Commission had earlier amended Condition #4 to state that: "the Applicant shall obtain City approval of a UDO Text Amendment removing or revising requirements for cross access, or obtain a waiver of such requirement by the Common Council if such waiver is available as determined by the City Attorney, prior to issuance of Building Permit."

The City Attorney's Office is evaluating the availability of a waiver of Cross Access requirements on the CC Civic Center zoning.

The Plan Commission's recommendation has been reflected in the attached draft Resolution.

At said meeting of the Plan Commission, a Site Plan for the subject property was also approved with certain conditions. The Plan Commission revised Condition #5 with the same language as Condition #4 of the Special Use; Condition #6 to allow for an irregular landscape bufferyard easement; and Condition #9 requiring improved architecture on the entryway. The Commission also deleted Conditions #7 requiring a two-story building and #8 reducing the size of the parking lot.

COUNCIL ACTION REQUESTED

A motion to approve Resolution 2019-_____, imposing conditions and restrictions for the approval of a Special Use for daycare facility use upon property located at 7760 South Lovers Lane Road (Steve Pagnota, Managing Member of Bradford Franklin LLC).

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[Redraft 11-26-19]

RESOLUTION NO. 2019-_____

A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS
FOR THE APPROVAL OF A SPECIAL USE FOR A DAYCARE FACILITY USE
UPON PROPERTY LOCATED AT 7760 SOUTH LOVERS LANE ROAD
(STEVE PAGNOTA, MANAGING MEMBER OF
BRADFORD FRANKLIN LLC, APPLICANT)

WHEREAS, Steve Pagnota, Managing Member of Bradford Franklin LLC, having petitioned the City of Franklin for the approval of a Special Use within a CC City Civic Center District under Standard Industrial Classification Title No. 8351 "Child Day Care Services", to allow for construction of a 10,000 square foot one-story daycare building ("The Learning Experience"), 4,463 square foot playground and parking lot (35 parking spaces), with associated landscaping, fencing and lighting, hours of operation as follows: 6:30 a.m. to 6:30 p.m., with the highest use of parking and lot facilities during the hours of 6:30 a.m. to 9:30 a.m. and 4:00 p.m. to 6:30 p.m., upon property located at 7760 South Lovers Lane Road (approximately 1.13 acres of vacant land), bearing Tax Key No. 794-9999-009, more particularly described as follows:

Lot 4 of Certified Survey Map No. 8567, recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on November 21, 2013. As Document No. 10315111; being a Resubdivision of Lot 1 of Certified Survey Map No. 8000, being a Resubdivision of Parcel 1 of Certified Survey Map No. 5762, Certified Survey Map No. 377, and lands in the Southwest Quarter and the Northwest Quarter of the Southeast Quarter of Section 8, Township 5 North, Range 21 East; said lands being in the City of Franklin, County of Milwaukee, State of 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 21st day of November, 2019, 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.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the petition of Steve Pagnota, Managing Member of Bradford Franklin LLC, 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 Steve Pagnota, Managing Member of Bradford Franklin LLC, successors and assigns, as a daycare facility use, which shall be developed in substantial compliance with, and operated and maintained by Steve Pagnota, Managing Member of Bradford Franklin LLC, pursuant to those plans City file-stamped July 25, 2019 and annexed hereto and incorporated herein as Exhibit A.
2. Steve Pagnota, Managing Member of Bradford Franklin LLC, 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 Steve Pagnota, Managing Member of Bradford Franklin LLC “The Learning Experience” daycare facility, 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 Steve Pagnota, Managing Member of Bradford Franklin LLC and the “The Learning Experience” daycare facility use for the property located at 7760 South Lovers Lane Road: (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. Applicant shall obtain City approval of a UDO Text Amendment removing or revising requirements for cross access, or obtain a waiver of such requirement by Common Council if such waiver is available as determined by the City Attorney, prior to issuance of Building Permits.
5. The City Engineering Department shall revise the parcel address to reflect the site location on Drexel Avenue prior to issuance of Building Permits.

BE IT FURTHER RESOLVED, that in the event Steve Pagnota, Managing Member of Bradford Franklin LLC, 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.

Introduced at a regular meeting of the Common Council of the City of Franklin this 3rd day of December, 2019.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2019.

STEVE PAGNOTA, MANAGING MEMBER OF BRADFORD FRANKLIN LLC –
SPECIAL USE
RESOLUTION NO. 2019-_____
Page 4

APPROVED:

ATTEST:

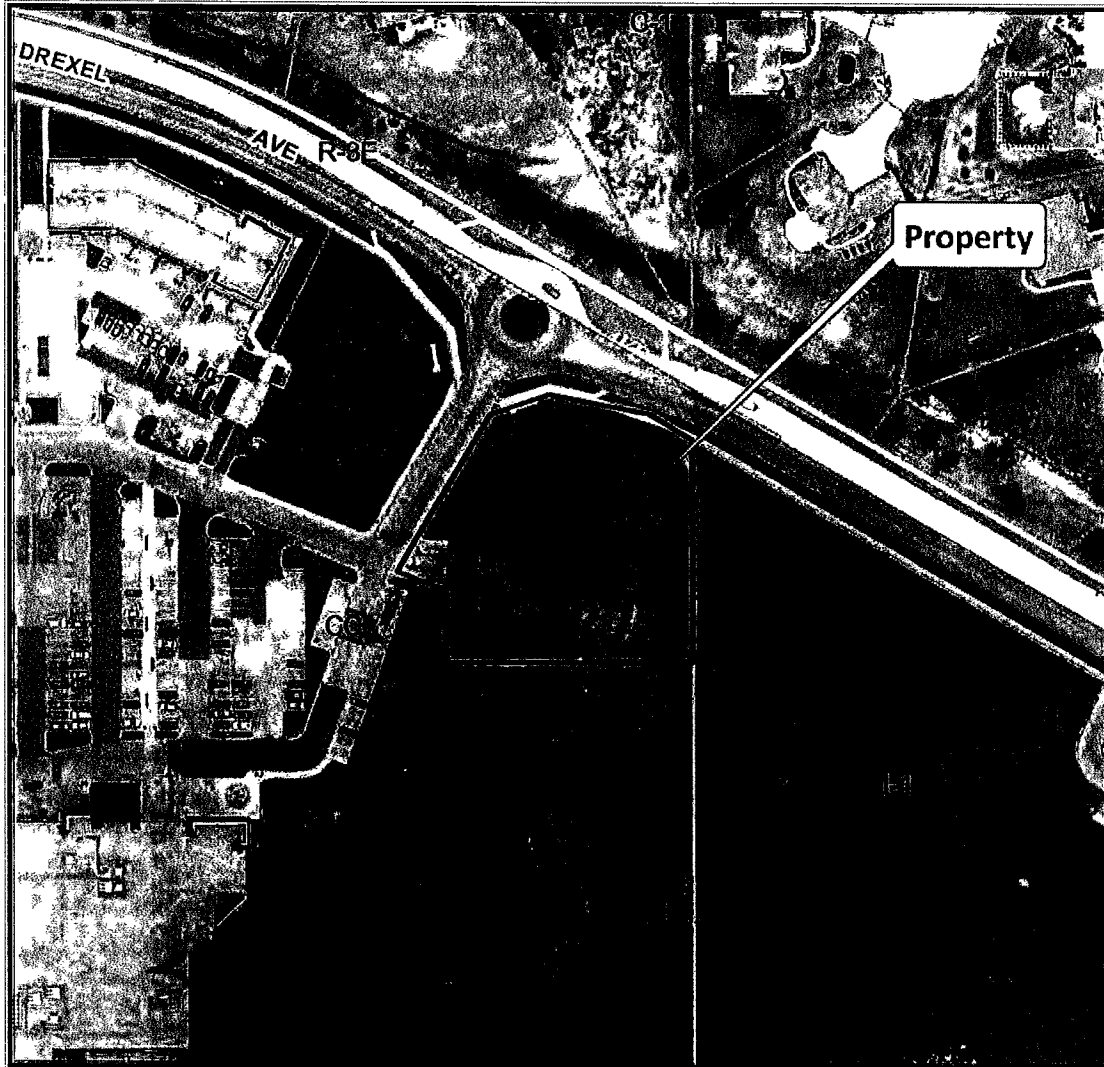
Stephen R. Olson, Mayor

Sandra L. Wesolowski, City Clerk
AYES _____ NOES _____ ABSENT _____



City of Franklin

7760 S. Lovers Lane Road
TKN: 794 9999 009



Planning Department
(414) 425-4024

0 85 170 340 Feet

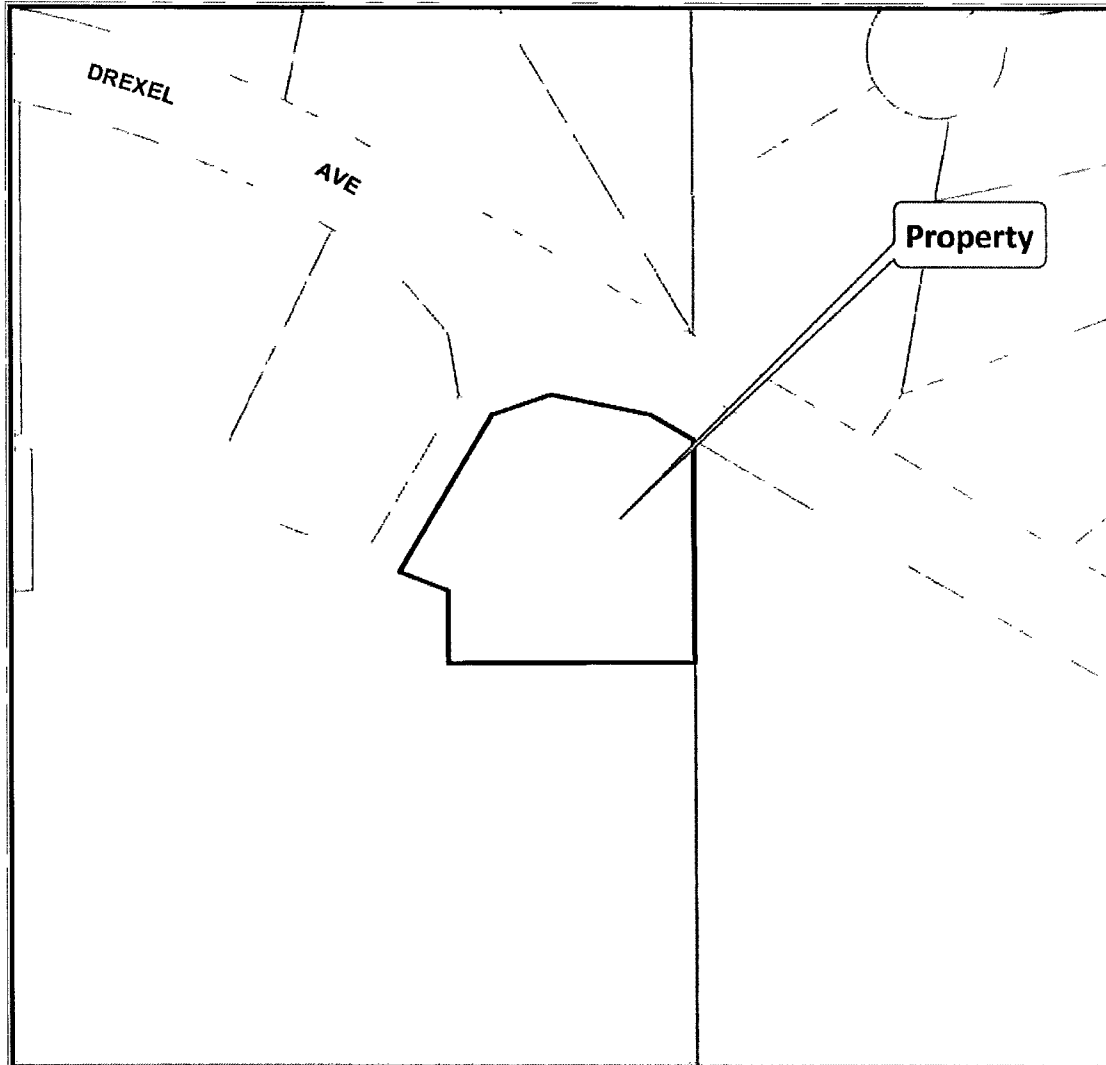
This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal, engineering, or surveying purposes.





City of Franklin

7760 S. Lovers Lane Road
TKN: 794 9999 009



Planning Department
(414) 425-4024

0 85 170 340 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 OF FRANKLIN



REPORT TO THE PLAN COMMISSION

Meeting of November 21, 2019

Special Use and Site Plan Amendment

RECOMMENDATION: City Development staff recommends denial of the proposed Special Use and associated Site Plan for The Learning Experience daycare facility upon property located at 7760 Lovers Lane Road subject to the conditions set forth in the draft Resolutions.

Project Name:	The Learning Experience Special Use and Site Plan Amendment
Project Address:	7760 Lovers Lane Road
Applicant:	Gary Wendt, Bradford Franklin LLC
Property Owner:	Franklin-Wyndham, LLC
Current Zoning:	CC City Civic Center District
2025 Comprehensive Plan	Mixed Use
Use of Surrounding Properties:	Single-family residential to the north, stormwater detention pond to the south, Risen Savior Lutheran Church to the east and Summit Credit Union to the west
Applicant Action Requested:	Recommendation of approval for the proposed Special Use and associated Site Plan for the development of The Learning Center daycare facility.

Please note:

- Although staff is recommending denial of the proposed project, should the City wish to approve the project, suggested conditions of approval are set forth in each of the associated draft resolutions.
- Further details of staff's comments are contained in the attached responses from the applicant.

INTRODUCTION

On July 25, 2019 (with additional required information submitted on August 26, 2019 and September 4, 2019), the applicant submitted a Special Use and related Site Plan Applications for the development of The Learning Experience daycare facility upon property located at 7760 Lovers Lane Road. The Learning Experience is a daycare facility classified under Standard Industrial Classification Title No. 8351 Child Day Care Services, which is allowed as a Special Use in the CC City Civic Center District per Table 15-3.0603 of the Unified Development Ordinance.

By way of Resolution No. 2007-11, the Plan Commission approved a Site Plan for the entire Shoppes of Wyndham Village development, including the subject parcel. Specifically, the Site Plan identified that the subject parcel would be developed as a two story, primarily brick

building, with architecture matching the other buildings within the Shoppes of Wyndham Village development.

Therefore, the applicant has also requested approval of a Site Plan Amendment to allow construction of a single-story, primarily fiber cement and brick sided building that does not architecturally match the other buildings within the Shoppes of Wyndham Village.

By way of Resolution No. 2007-6339, the Common Council approved a Floating Access Easement in perpetuity “to construct a path on, over and across the Wyndham property to grant pedestrian or motor vehicle access to the adjoining easterly Property”. Specifically, the floating access easement is located across the entire subject parcel, with the exact location “to be mutually determined in the future by Grantor and Grantee so as to not unreasonably interfere with the normal and customary operations carried out on the Wyndham Property.”

Therefore, the applicant has recently submitted an application for a Unified Development Ordinance Text Amendment to remove or revise the requirement that cross-access be provided within properties zoned CC City Civic Center District. However, the application was submitted after the public hearing notice for the Special Use was published in the newspaper, and was submitted too late for staff review and inclusion within this Special Use/Site Plan Amendment packet to the Plan Commission.

PROJECT DESCRIPTION AND ANALYSIS

The applicant has submitted applications requesting approval of The Learning Experience daycare facility. The applicant’s responses to the Unified Development Ordinance’s Special Use standards are attached; as are additional responses to the staff comments memo dated October 18, 2019.

The subject property is a vacant lot of approximately 1.13 acres, located on the southeast corner of Drexel Avenue and the Shoppes at Wyndham Village access road. It does not have access to Lovers Lane Road.

Site Plan:

The proposed The Learning Experience daycare facility is a 10,000 square foot, single-story building. A 4,463 square-foot playground, surrounded by a 6’ white PVC fence is located immediately adjacent to the south side of the building. A 4’ white PVC fence encloses the building on the north and west sides. A concrete sidewalk runs from the access drive to the front door of the building and to the sidewalk on Drexel to the north.

The site plan includes one driveway off of the Shoppes at Wyndham Village access road. The opening is 25’ wide and widens to approximately 50’ at the roadway. The UDO limits width to 24’ and 30’ at the road; however, it also states that the Plan Commission may approve driveways greater than 30 feet, which the applicant is requesting.

Staff recommends denial of the proposed project in part because the applicant does not provide cross access as required by: the CC City Civic Center District; the approved Floating

Cross Access Easement; and past City practice and policy which typically requires construction of the cross access at the time of development of the subject parcel.

Landscaping

The site plan includes a landscape bufferyard along Drexel Avenue, dimensions of which have not been provided. A 30' bufferyard easement is required. Stormwater management facilities subject to the approval of the Engineering Department are required due to the amount impervious surface proposed and the amount of land to be disturbed.

Parking:

The site plan provides 35 total parking spaces, including two ADA accessible parking spaces in front of the building, which complies with ADA and UDO requirements. Shared parking is provided within the Shoppes of Wyndham Village. As such, the parking lot should be made smaller, and the site plan revised, to provide adequate room for the cross access to the east.

Architecture:

The primary building materials consist of red brick on the lower portion of all facades and beige fiber cement siding on the upper portion. Limestone accents are provided at all four corners of the building and the western façade. A 21' main entrance canopy is provided to create an appearance of a second floor. Building mechanicals are integrated into the roof or otherwise concealed.

Staff also recommends denial of the proposed project in part because the applicant does not provide a two-story building architecturally matching the other buildings within the Shoppes of Wyndham Village development as required by the approved Site Plan, and because a one-story building is not consistent with the CC City Civic Center District intent to "Serve as the new 'downtown' of the City of Franklin" as it would replace the only two-story building proposed within the Shoppes of Wyndham Village development.

Natural Resource Protection Plan:

There is a wetland (and associated Conservation Easement) at the southwest corner of property, which will not be disturbed by the proposed development. The wetland delineation was accepted as part of the approval of the general site plan for the Shoppes of Wyndham Village development. As such, staff is not requesting a new delineation for this application.

Signage:

The Shoppes at Wyndham Village requires signage to conform to their master sign plan. The applicant is proposing to repurpose the existing monument sign near the intersection of the access road and Drexel Avenue, add alphabet blocks on the entryway/portico columns, and add a wall-mounted sign comprised of individual letters on the west elevation above the front entry.

Pursuant to Section 210-9 of the City of Franklin Municipal Code, and the Shoppes of Wyndham Village's current Master Sign Program, any new signage or changes to existing signage must first obtain review and approval of a Master Sign Program Amendment from the Plan Commission and obtain approval of a Sign Permit from the Inspection Services Department.

Comprehensive Master Plan Consistency:

The City of Franklin 2025 Comprehensive Master Plan (CMP) identifies the subject property as “Mixed Use.” Staff believes that the proposed development is not consistent with the following objectives set forth within the Comprehensive Master Plan:

- Encourage land uses, densities, and regulations that promote efficient development patterns and relatively low municipal and utility costs.
- Build community identity by revitalizing main streets, special districts, and other important areas of the City, enforcing appropriate design standards, and by creating and preserving varied and unique development and land uses.

STAFF RECOMMENDATION

City Development staff recommends denial of the proposed Special Use and associated Site Plan for The Learning Experience daycare facility upon property located at 7760 Lovers Lane Road subject to the conditions set forth in the draft Resolution.

It is staff’s professional opinion that the proposal does not meet: the requirements for cross access as set forth in the UDO, the adopted Floating Cross Access Easement resolution, and by the City’s past practice and policy; does not meet the architectural requirements of the CC City Civic Center District and the approved Site Plan; and the City’s Comprehensive Master Plan consistency requirements in regard to certain Comprehensive Master Plan objectives.

However, if the City wishes to approve the proposed project, staff recommends it be approved subject to the conditions of approval contained in the attached draft resolutions. In addition, staff would have the following suggestion:

1. The applicant should review the Shoppes of Wyndham Village’s Operation and Easement Agreement Between Target Corporation and Wyndham Village Retail, LLC and contact Target Corporation in regard to the architectural requirements.

~~July 16, 2019~~ Updated November 7, 2019

Project Summary

ZONING DISTRICT: CC City Civic Center

for

Tax Key: 7949999009

This project is being submitted for Site Plan and Special Use Review to the City of Franklin.

1. **Project Narrative:** The subject property is a 1.13-acre parcel bounded on the west by an access road to the Shoppes at Wyndham Village shopping center and on the north by W. Drexel Avenue. It is located within the Shoppes at Wyndham Village shopping center and abuts Risen Savior Lutheran Church to the east. Currently, the property is an overgrown lot that has been vacant since it was cleared and graded as part of the Shoppes at Wyndham Village construction approximately 12 years ago.

The proposed development is a franchise daycare facility “The Learning Experience” that will serve the hosting community. The facility is a one-story 10,000 sq ft building with a capacity for 164 students. Facilities typically employ approximately 24 staff at any one time. Regular hours of operation are 6:30 AM – 6:30 PM, with the highest use of parking and lot facilities during the hours of 6:30AM – 9:30 AM and 4:00 PM – 6:30 PM. The facility will hire its own maintenance personnel to service the center through regular repair and painting.

The development will provide growth opportunities for the community’s youth and a necessary service to residents and workers within the area. The addition of this development site will cause the value of the land to increase, drive an increase in property tax revenues, and stimulate local commerce by creating jobs and providing a solution for childcare services. Additionally, the developed property will help promote future development in the area.

2. **Proposed Improvements:** The proposed improvements will include construction of:
 - a. A 10,000 SF day care facility building
 - b. A ±4,500 SF playground area
 - c. Parking lot and access drive with 33 spaces
 - d. Utilities to service the building
 - e. Storm sewer providing drainage to the existing storm sewer system
 - f. Any additional infrastructure necessary for the operation of the proposed facility.

3. **General Operation Details:** Details regarding the general operation of the business are as follows. The details are also discussed in the attached TLE Operational Description.
 - a. Regular hours of operation: 6:30 AM – 6:30 PM
 - b. Hours of delivery: 6:30 AM – 6:30 PM
 - c. Total number of employees: 24
 - d. Number of shifts: 1
 - e. Number of employees on the shift with the greatest number of employees: 24
 - f. Number of office employees: 2
 - g. Breakdown of full and part-time employees: 30% part-time (7 out of 24 total employees)
4. **Expected Cost of Improvements:** \$2,300,000
5. **Estimated Project Value:** \$3,200,000
6. **Requested Site Variances:**
 - a. A previously approved plan for the site included a two-story building. Although a one-story facility is the safest approach to the day care use, the proposed building has an atrium entry feature designed to have an appearance of two stories.
 - b. A floating cross-access easement is described on the ALTA survey, showing access to the east property. This easement will not be maintained in the proposed site plan.
7. **Site Parking:** The site plan proposes 33 parking spaces. An additional 24 spaces will be provided to the site in the existing Shoppes at Wyndham Village shopping center parking lot. (Per the City of Franklin Plan Commission Resolution No. 2007-11, the Operating Agreement for the Shoppes at Wyndham Village includes “cross-access easement rights for both pedestrian and vehicular circulation and parking between and among the properties encompassed in the entire 2007 Site Plan property and adjacent properties”.)
8. **Special Use:** This project will require approval for Special Use in the CC City Civic Center zoning.

THE LEARNING EXPERIENCE

Academy of Early Education

Operational Description

The following is information regarding The Learning Experience and our operations. If you have any questions, please contact us.

The Learning Experience® (TLE), has child development centers throughout the United States. Our secure centers offer premier child care to children ages six weeks to five years: infants - toddlers - twaddlers - preppers - preschoolers - pre K - kindergarten and after school care for children up to eight years of age at most of our centers.

The Learning Experience® is not just a daycare facility but also a complete child development center. We welcome you to visit any one of our dynamic and fun environments to see for yourself why TLE is different ... how committed we are to quality care and intellectual child development education of our children.

You want the best for our children... so do we! Our Charlie Choo Choo® Enrichment Programs: Marvelous Math®, Start to Art®, Suddenly Science®, Movin' n Groovin®, Dancing Feet®, Music 4 Me® and Talent Sprouts® introduces children to the performing arts through a variety of activities involving all aspects of performance.

The Learning Experience® believes that each child deserves to grow and learn at his or her own pace. Our diverse curriculum includes: L.E.A.P® 1, L.E.A.P® 2, Little Learners™ and Fun with Phonics®. Our responsibility is to establish a strong foundation for your child in a fun and exciting environment.

TLE is one of the most comprehensive franchise business opportunities in child care today. It is one of the few childcare operators in the country where management has direct hands on experience with the day to day operations of the business. Following is some specific information regarding our Operations:

Hours of Operation

- 6:30am-6:30pm (12 hours per day)
- Activities on nights & weekends (Open Houses, parties, etc.)

Size of the building

- 10,000 square ft. building typical

Size of playground

- 5,000 square ft. typical
- 8,000 square ft. (AZ)
- 13,500 – 13,875 square ft. (CA)

Overall average enrollment

- 80% Occupancy

play.

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Capacity of the center

- 180-185 children

Children Diapered/Potty Trained

- Average center: 40 children diapered, 38 children potty training, 105 children non-diapered

Part time children attendance

- Typical center has 25% part time children

Part time schedules

- Schedules vary (am students to pm students, 1-5 day schedules)

Families with siblings

- Approximately 20% have 1 or more siblings that will attend

Absenteeism rate

- Approximately 8% - 12%

Number of employees

- Approximately 24 staff at any one time total for an 10,000 square foot building, typical
- 30% Part Time (7 of the 24 employees)

Number of parking spots

- 40 parking spots typically required

Traffic

- Each parent parks their vehicle within the TLE parking area and brings there child into the center, checks them in at the reception counter, and then brings their child to their designated classroom. The reverse of this occurs at pick up as well. This averages from 5 minutes to 8 minutes.
- During drop off (average 5 minutes) generally between 6:30 am to 9:30 am
- During pick up (average 8 minutes) generally between 4:00 pm to 6:30 pm

Outline of Estimated Traffic

Traffic during drop off (average 5 minutes):

- 6:30am-7:00am (11 children)
- 7:00am-7:30am (28 children)
- 7:30am-8:00am (43 children)
- 8:00am-8:30am (43 children)
- 8:30am-9:00am (29 children)
- 9:00am-9:30am (29 children)

Calculations based on a center with the capacity of 183

Traffic during pick up (average 8 minutes):

- 3:30pm-4:00pm (11 children)
- 4:00pm-4:30pm (28 children)
- 4:30pm-5:00pm (43 children)
- 5:00pm-5:30pm (43 children)
- 5:30pm-6:00pm (29 children)
- 6:00pm-6:30pm (29 children)

Calculations based on a center with the capacity of 183

FROM OUR PARENT HANDBOOK:

DROP-OFF AND PICK-UP POLICIES

From the moment your child arrives until he or she is picked up at the end of the day, your child's safety is our foremost concern. No child shall ever be left unsupervised. Our center is equipped with an intercom/telephone in each classroom for emergency use.

Procedures for arrivals and departures are designed to ensure the safety and well-being of everyone at the center. Your cooperation in complying with the following procedures is appreciated:

- ☐ Parents are to use only the front door for entering and exiting.

----- play. -----

THE LEARNING EXPERIENCE

Academy of Early Education

- ☐ **Never hold the door open for anyone.** Each authorized individual receives a key fob that he/she must use to obtain entry into the building.
- ☐ Children must be walked into the building by a parent or authorized guardian and placed with their assigned center *staff member*. Never leave a child outside the building to walk in alone or allow him or her to walk in accompanied solely by another child.
- ☐ Parents must complete the electronic sign-in and sign-out process as well as the manual sign-in sheet on a daily basis and any applicable forms requested by the center (e.g., medication, Communication Form). **All completed forms must be placed in the Lucite bins provided in the reception area.**
- ☐ When picking up your child, be certain that a TLE® staff member(s) in charge of your child's care acknowledges that your child is leaving the building, and remember to electronically and manually sign out. **A manual sign in/out is a state requirement.**

SAFETY AND SECURITY

The Learning Experience® has instituted security systems as an effective means of protecting our children. This may include:

- Gates and fences surrounding the property with alarms on gates.
- Special lock at entrance with limited access.
- Motion detectors in unused parts of the building.
- Cameras throughout the center for the purpose of monitoring a secure environment and for observation by both administration and parents.
- Windows allow the parent the opportunity to view the child's activities without disturbing the integrity of the classroom environment.

RELEASE OF CHILDREN

Security fobs are issued to each authorized person who will be routinely dropping off and picking up your child. Please do not give or exchange your fob with anyone since each fob has its own PIN number, identifying you in the computer system. It is imperative for security purposes that the center is aware of each person coming or going.

THERE IS A \$10 CHARGE FOR REPLACING AN ELECTRONIC FOB.

On any occasion when a person without a security fob or pass must pick up your child, the person's name must be in your file. He or she will be asked for a photo identification, which will be photocopied and placed in your child's file for future reference. A child will not be permitted to leave with any person other than those designated in writing by the parent. Always remember your password. You may be asked to provide the password when phone authorization is required.

There will be no exceptions to this policy.

If there are any changes to those authorized to pick up your child or if you will be carpooling with other parents, please advise us in writing. Remember to use a child safety seat, and buckle up when transporting your children at all times. Parking is permitted in The Learning Experience® designated parking spots only; please refrain from using handicapped parking spots unless you have the requisite decal.

----- 5 • -----
play.

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November 8, 2019

Marion Ecks
City of Franklin
Department of City Development
9229 W Loomis Road
Franklin, WI 53132

Re: Project: The Learning Experience - Franklin
Location: 7760 Lovers Lane Road, Franklin, WI
CE #: CE180034

Dear Marion:

We are in receipt of your October 18th, 2019 letter in regard to a Special Use & Site Plan Applications review for improvements at subject property located at 7760 Lovers Lane Road in Franklin, Wisconsin. We have listed your comments below followed by our responses:

Unified Development Ordinance (UDO) Requirements

Special Use

Comment 1: Please provide complete responses to Special Use Standards and Regulations Question and Answer §15-3.0701.A.1- Ordinance and Comprehensive Master Plan Purposes and Intent, including:

- a. Answer for §15-3.0307: CC City Civic Center District standards and how your use meets or does not interfere with these standards. Specifically address:
 - i. §15-3.0307.A.3 - Promote mixed-use development
 - ii. §15-3.0307.A.5 - Foster a balance between people-oriented and automobile-oriented development.
 - iii. §15-3.0307.A.7 - landscape surface ratio (LSR) and floor area ratio (FAR)
 - iv. §15-3.0307.A.9 - cross-access for both pedestrian and vehicular circulation

Response 1 a.: i) The Learning Experience (TLE) is an early learning center serving families with young children. The proposed facility promotes the mixed-use development with an institutional (educational) facility which currently does not exist in the CC City Civic Center District. The facility operation requires that each child is dropped off/picked up by a parent or grandparent and escorted into the classroom. Hence the district is visited twice daily on weekdays by individuals from the community giving them the convenient opportunity to patronize the shops and services within the Shoppes at Wyndham Village.

ii) The Learning Experience building site is a corner lot, which fronts on the existing round about, is nicely landscaped and situated with the main entrance facing the main driveway to the development. Vehicular circulation utilizes the planned/existing driveway to the parking lot serving the center. New walkways connect to the existing walkway network, welcoming pedestrians from the neighborhood and the existing complex.

iii) The LSR and FAR more than meet the requirements of those approved on this lot in the Shoppes of Wyndham Village development. Response to Comment 2a below further details these calculations.

iv) The subject parcel is a small outlot within an established development encumbered by seven existing easements (storm drainage, water main, sanitary, distribution, wetland, conservation and retention pond) which place restrictions on the usable land area. The lot is bordered by Drexel Avenue and the roundabout on the north, the retention pond, wetland and conservation areas on the south and the main entrance drive and the Summit Credit Union on the west. The design team explored many site layouts which would meet the corporate requirements for TLE and concluded the cross-access vehicular circulation to the east was not feasible. The Applicant presented a concept plan to the Common Council on May 7th. Based on comments received the development team refined the site layout to shift the building to the north, toward Drexel Ave and repositioned the play area on the south side. This concept has been further refined based on staff comments dated October 18th and will be noted and illustrated with this Plan Commission application. With that stated, under separate application we ask for a Unified Development Ordinance Text Amendment regarding Section 15-3.0307.A.9

Site Plan

Comment 2: Please provide the following information on the Proposed Site Plan, as required by § 15-7.0103:

- a. Gross Floor Area Ratio (GFAR) and Net Floor Area Ratio (NFAR) pursuant to §15-7.0103.S. Site intensity calculations should follow the method laid out by §15-3.0505: Calculation of Site Intensity and Capacity for Nonresidential Uses.

Response 2a: These calculations are shown on the Wyndham Village LSR exhibit and the NRPP. The area of the approved Wyndham Village impervious area for Lot 4 (the area of The Learning Experience project) was examined. A comparison of the approved LSR for this area and the Proposed TLE project has been provided. (In the meeting with staff it was discussed that an aerial photograph analysis be performed. However, there are several vacant lots within the subdivision which precluded this method of analysis.)

- b. **Existing and Proposed Public Street Rights-of-Way or Reservations.** As required by § 15-7.0103.L., please show existing and proposed public street rights-of-way or reservations and widths. - - Please note the rights-of-way widths for W. Drexel Avenue and the Shoppes at Wyndham Village Access Road.

Response 2b: The rights-of-way widths for W. Drexel Avenue and the Shoppes at Wyndham Village Access Road have been shown on the site plans.

- c. **Natural Resource Protection Plan**, required by §15-7.0103.Q. Please provide the following to ensure that the NRPP meets the requirements of §15-7.0100:
- a. *Dimensions* of all permanent easements on the subject property boundary lines and adjacent to the site. Note conservation easements where applicable.
 - b. Each individual resource area on the site shall be graphically and numerically shown. All shore buffers, wetland buffers, and wetland setbacks and *proposed building locations* shall be graphically indicated and *dimensioned*. Wetlands must be measured by an assured wetland delineator.
 - c. Copies of any letters of review or permits granted by applicable Federal or State regulatory agencies having jurisdiction over the ponds and wetlands onsite.
 - d. Site intensity calculations and wetland delineation report referenced on the NRPP, as it pertains to the subject property.

Response 2c: The only portion of the site that affects the calculation of the Base Site area is the conservation easement in the southwest portion of the site. This conservation area surrounds Wetland W-C. Per discussion with planning staff the wetland limits have been verified with city ordinances. The staff has approved that a new wetland dedication is not needed. Enclosed are a March 11, Email from Joel Dietl outlining the wetland mitigation aspects of the Shoppes at Wyndham Village development. Also enclosed are cover sheets and pertinent tables from the documents provided by the City.

- d. **Financial Plan for Project Implementation.** A financial plan for project implementation, acceptable to the Plan Commission, is required by §15-7.0103.BB - - Please provide this information within a revised project narrative or supplemental letter.

Response 2d: The financial plan for project implementation will be submitted as a supplemental letter.

- e. **Project Summary.** A written project summary including fiscal impact upon the City of Franklin, operational information, building schedule, and estimate of project value and including all site improvement costs, pursuant to §15-7.0103.CC - - Please include fiscal impact upon the City of Franklin, building schedule, and estimate of project value and including all site improvement costs within a revised project narrative or supplemental letter.

Response 2e: The subject property is a 1.13-acre parcel bounded on the west by an access road to the Shoppe at Wyndham Village retail center and on the north by W. Drexel Avenue. It is located south of the retention pond, wetland and conservation areas within the Wyndham center and abuts Risen Savior Lutheran Church to the east. Currently, the property is an overgrown lot that has been vacant since it was

cleared and graded as part of the development construction approximately 12 years ago.

The proposed development is a franchise daycare facility – The Learning Experience – Academy for Early Learning that will serve the hosting community. The facility is a one-story 10,000 sq ft building with a licensed capacity for 164 students and an outdoor play area of approximately 4,500 sq ft. Parking for the center will be served by a new lot expanding the parking by 33 spaces and use of 24 existing adjacent shared parking spaces.

Additional fiscal impact information will be submitted as a supplemental letter.

- f. Illustrate and label the vision triangle on the Site Plan (see below).

§ 15-5.0201 TRAFFIC VISIBILITY

A. No Obstructions Permitted. No visual obstructions, such as structures, parking, or vegetation, shall be permitted in any district between the heights of two and one-half (2.5) feet and ten (10) feet above the plane through the mean curb grades within the triangular space formed by any two (2) existing or proposed intersecting street or alley right-of-way lines and a line joining points on such lines, located a minimum of thirty (30) feet from their intersection.

Response 2f: These areas are shown on the Site Plan.

Comment 3: Please include additional site data, such as square footage of proposed impervious surface, greenspace and Landscape Surface Ratio (see definitions below).
Landscape Surface Ratio (LSR). The ratio derived by dividing the area of landscaped surface by the base site area.

Landscape Surface Area. Surface area of land not covered by any building or impervious surface; impervious surface, and that is maintained as a natural area and left undisturbed or to support plant life.

Site Area, Base. (See Division 15-3.0500 of this Ordinance.)

Response 3: These areas are Shown on the Site Plan, the NRPP and the Wyndham Village LSR Exhibit.

See Civil Set for the Landscape Surface Ratio (LSR), Landscape Surface Area, and Base Site Area

Comment 4: Please verify that all building mechanicals also meet the setbacks set forth in Table §15-3.0307.A

Response 4: Rogue Architecture: All the mechanical equipment is located within a screened mechanical well integrated with the roof design and within the proposed building footprint. Additional notation is added to the building elevations.

Comment 5: Staff recommends that a cross-access easement be provided and illustrated on the Site Plan to allow access to the church property to the east. The CC District requires cross-access between parcels. Staff recommends that the cross-access driveway or drive lane be paved at the time of development of The Learning Experience facility.

Response 5: Per our discussions the reasonable development of this very difficult lot will not allow both the TLE Project and the cross-access easement. Please also see response to to comment 1 above.

Comment 6: In the Plan Commission submittal, please request Plan Commission approval to have driveway wider than 24 feet at the street right-of-way line and 30 feet at the roadway, per § 15-5.0207B.

Response 6: Please see note 8 on project site plan. "Per City Planning Staff a width of driveway is requested to match the previously approved driveway.

Comment 7: Detailed illustrations of the 4-foot PVC fencing that surrounds two sides of the building and the 6-foot PVC fencing that surrounds the playground should be provided in order to provide a realistic picture of the proposed development. Fencing must meet the standards set forth in §15-3.0803.C.

Response 7: Rogue Architecture: Additional details / elevations have been provided to clarify the proposed fencing.

The appropriate fencing types have been designated on the Landscape Plan Set. Details for fence types are shown in the Architectural Plan Set.

Landscaping

Comment 8: Please provide parking lot island dimensions to verify they meet depth requirements, pursuant to § 15-3.0354C.2.

Response 8: We have added parking lot island dimensions to the plan.

Comment 9: Please confirm that plants in parking islands are underlain by soil, per § 15-3.0354C.4.

Response 9: The Landscape General Notes (Note #5, Landscape Sheet L1.2) address the excavation and topsoil placement into parking lot islands.

Comment 10: Please confirm that shrubs are at least 3 feet in height, per § 15-5.0302.A.

Response 10: Shrub types that mature at 48" inches (or greater) are specified to be 36" at planting

Comment 11: Pursuant to § 15-5.0302..C, a 30 foot bufferyard is required along Drexel Avenue due to the presence of R-3E zoning district across the street to the north. Staff recommends clustering additional plantings along the northern property line. Please add and label bufferyards to the Landscape Plan. Please update the landscaping calculations on the Landscape Plan to reflect the increased requirements for the bufferyards. Note that the initial phase of the Shoppes of Wyndham Village development was not required to have a landscape buffer easement as additional landscaping was planted on the north side of Drexel.

Response 11: Bufferyard requirements match Shoppes of Wyndham village

The landscape plan has been updated to reflect plantings along Drexel Avenue to reflect the Development Landscape Master Plan:

- 4 Shade Trees 2.5" / 8'
- 7 Evergreen Trees 8'
- 2 Ornamental Trees 2.0" / 8'

Comment 12: Additional plant species must be provided per § 15-5.0302.F. of the UDO. Note minimum number of each species planted.

Response 12:

Comment 13: Fruit bearing trees are prohibited per § 15-5.0302.H.7. Chanticleer Flowering Pear is fruit bearing, although staff notes that they are small fruit that do not produce much litter and persist into winter months.

Response 13: Additional numbers of plants per species have been added

Comment 14: Please provide landscape surface ratio per § 15-5.0302.I.

Response 14: See Civil Set for the Landscape Surface Ratio (LSR), Landscape Surface Area, and Base Site Area

Comment 15: Please illustrate areas for snow storage on the Landscape Plan in compliance with § 15-5.0210 of the Unified Development Ordinance.

Response 15: See Landscape drawings for snow storage areas

Comment 16: Please provide estimated landscaping costs per § 15-5.0302.G.3. of the UDO.

Response 16: A landscape cost estimate will be provided with this submittal

Comment 17: Please note a 2-year planting guaranty on the Landscape Plan per § 15-5.0303G.3. of the UDO.

Response 17: The landscape general notes have been amended to require a two-year guarantee for trees and shrubs.

Comment 18: Please provide irrigation plans per § 15-5.0303D. of the UDO.

Response 18: The landscape areas within the property will be served by an irrigation system that will be provided under a design/ build contract.

Comment 19: Please provide installation plans per § 15-5.0303F of the UDO.

Response 19: Sheet L1.2 of the landscape plan shows installation details for all proposed plantings.

Lighting

Comment 20: Please clarify the luminary cut-off type and angle (e.g., no cut-off; cut-off type luminaires with angle greater than 90 degrees; cut-off type luminaires with angle less than 90 degrees) to ensure lighting meets UDO requirements under § 15-5.0401.

Response 20: Rogue Architecture: This shall be addressed on the revised lighting plan upon the City's acceptance of the proposed revised light fixtures per Comment #23.

Comment 21: On the Lighting Plan, please provide photometric data test report, per § 15-5.0402B.2.

Response 21: Rogue Architecture: This shall be addressed on the revised lighting plan upon the City's acceptance of the proposed revised light fixtures per Comment #23.

Comment 22: On the Lighting Plan, please provide a graphic depiction of the luminaire (lamp) concealment and light cutoff angles, per § 15-5.0402B.4.

Response 22: Rogue Architecture: This shall be addressed on the revised lighting plan upon the City's acceptance of the proposed revised light fixtures per Comment #23.

Comment 23: Staff recommends consideration of more decorative style lighting.

Response 23: Rogue Architecture: Lighting Cut Sheets have been provided that address the request for more decorative style of fixtures that match closely to the existing site light fixtures within the adjacent development.

Signage

Comment 24: Signage is governed by the Master Sign Program (MSP) for the Shoppes at Wyndham Village (Resolution No. 2012-001). Signage should conform to the requirements of the MSP. Significant deviations from the MSP such as replacement of the monument sign at the northeast corner of the lot will require an MSP amendment.

Response 24: Noted. No replacement of the monument sign at the northeast corner is proposed.

Comment 25: Signage will also require separate review and approval by the Plan Commission and a Sign Permit from the Inspection Department. Please provide a note on the plans that states signs are shown for reference only and require separate review and approval.

Response 25: Noted. This note has been added as note 10 on the geometric plan on sheet C3.

Other Comments

Comment 26: Staff recommends locating the trash enclosures to the south side of the site (away from Drexel Avenue).

Response 26: This has been revised,

Comment 27: Staff recommends landscaping along the building foundation instead of the proposed concrete.

Response 27: Additional planting beds have been added along the west foundation of the proposed building

Comment 28: Staff recommends that the architecture better reflect the commercial character of the Shoppes at Wyndham Hills.

- a. Pursuant to the currently approved site plan for the Shoppes of Whyndham Village development, and the CC District standards, staff recommends that the subject building be a functional 2-story building.

Response 28a: The TLE corporate standard for a suburban facility is a one story building as discussed in the initial meeting with the City. As noted previously the subject parcel is a small outlot within an established development encumbered by seven existing easements (storm drainage, water main, sanitary, distribution, wetland, conservation and retention pond) which place restrictions on the usable land area. The lot is bordered by Drexel Avenue and the roundabout on the north, the retention pond, wetland and conservation areas on the south and the main entrance drive and the Summit Credit Union on the west. The design team explored many site layouts which would meet the corporate requirements for TLE and concluded the cross-access vehicular circulation to the east was not feasible. The Applicant presented a concept plan to the Common Council on May 7th. Based on comments received the development team refined the site layout to shift the building to the north, toward Drexel Ave and repositioned the play area on the south side. This concept has been further refined based on staff comments dated October 18th and will be noted and illustrated with this Plan Commission application. With that stated, under separate application we ask for a Unified Development Ordinance Text Amendment if required.

- b. Staff recommends that masonry ("Brick-1") comprise approximately 60% of each façade, to provide the same design standard as other buildings in the Shoppes at Wyndham Village. Staff also recommends that the James Hardie plank siding be replaced with a material more appropriate to a commercial building and in keeping with the Shoppes.

Response 28b: Additional brick and masonry has been added to the design per the revised elevations.

- c. Upgrade north façade of building.

Response 28c: Additional masonry and articulation has been added to the north elevation.

- d. Staff recommends an additional window be added on the west side of the north elevation.

Response 28d: The additional window has been added.

- e. Staff recommends using muted, neutral colors rather than the primary colors on the alphabet blocks, to complement other buildings in the Shoppes at Wyndham Village.

Response 28e: The proposed block colors have remained on the front elevation as these colors are specific to the user. The blocks proposed on the side of the columns have been removed.

- f. The main entrance/canopy as viewed from the north uses too many different building materials. Staff recommends using limestone ("Stone-1") for entire main entrance/canopy and eliminating the siding and brick.

Response 28f: The canopy materials have been simplified to stone and siding.

- g. Staff suggests beige trim rather than white trim, to complement other buildings in the Shoppes at Wyndham Village. The base material used for the various trim components are not clearly described (i.e., metal, vinyl, wood); Staff suggests James Hardie fiber cement planks, as used for the siding, or a material of equivalent quality.

Response 28g: All the trim colors have been changed to beige. All the flat trim boards and horizontal siding shall be James Hardie. However, all specialized trim pieces, i.e. crossheads and keystone, will have to be provided separately as they are not manufactured by James Hardie.

Comment 29: Staff recommends that the building footprint be reduced in size and increased to two stories, to provide additional room for the cross-access easement and additional landscaping.

Response 29: See response 28a above

Engineering Department Comments

Comment 30: Submit documentation that the proposed development will meet the requirements of the approved stormwater management plan.

Response 30:

Marion Ecks, Department of City Development
City of Franklin
November 8, 2019
Page 10

Comment 31: A Building permit is required.

Response 31: Noted

Comment 32: A Driveway permit is required.

Response 32: Noted

Comment 33: Provide sidewalks along access road (western property line)

Response 33: The engineering staff has indicated that a sidewalk from the face of the building north to Drexel Avenue was acceptable in lieu of an additional sidewalk along the access road. See revised civil site plan.

Fire Department Comments

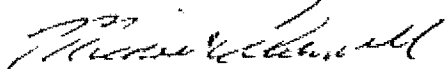
Comment 34: The Fire Department requests that this parcel be changed to a Drexel Avenue address.

Response 34: Noted

Should you have any questions or comments with regard to this matter, please contact me.

Sincerely,

Caldwell Engineering, Ltd.



Michael Caldwell, PE CFM
President

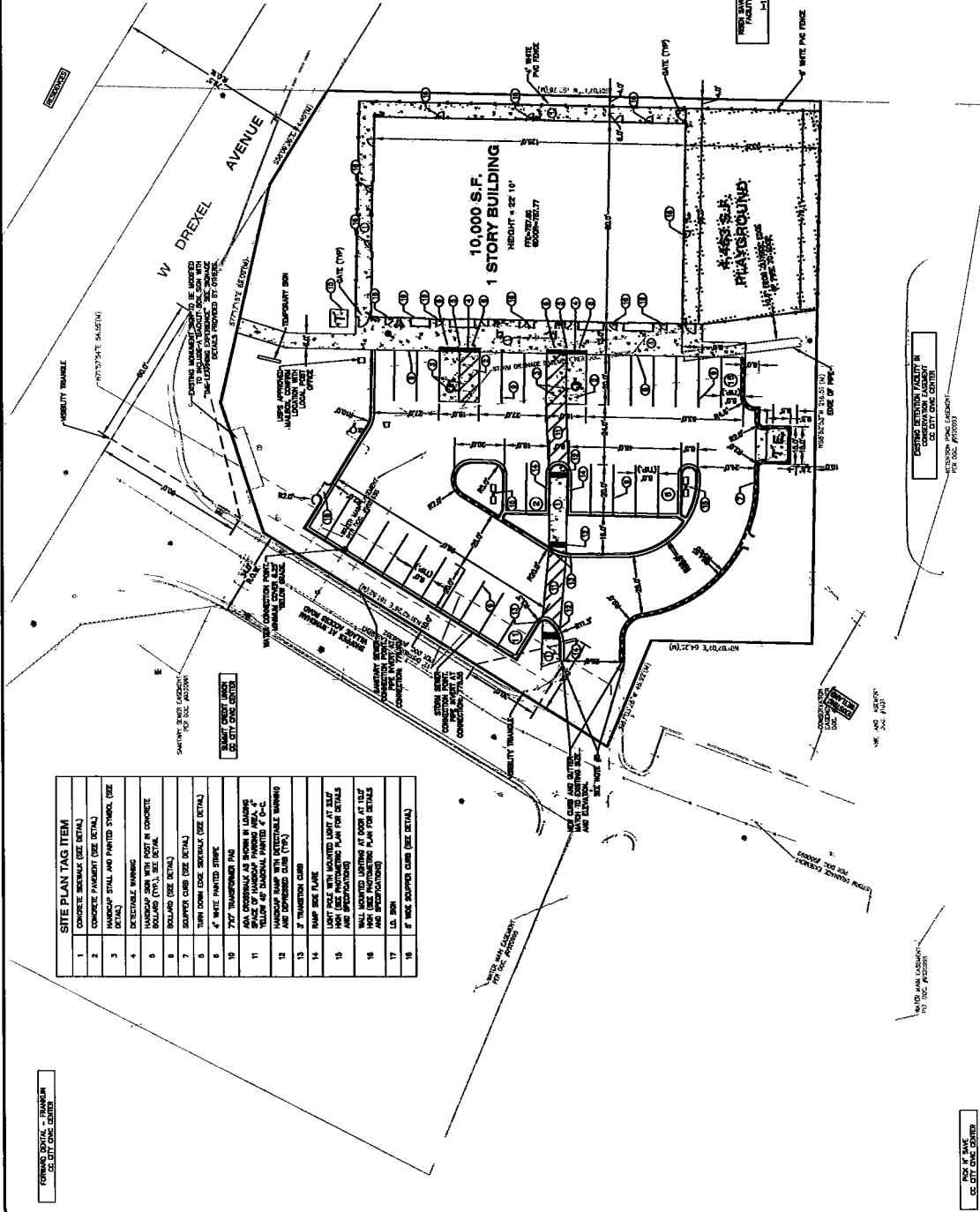
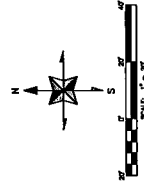
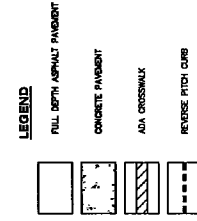
Cc File
Gary Wendt, wendt@bradfordchicago.com
Ken Marino, ken@grobmar.com

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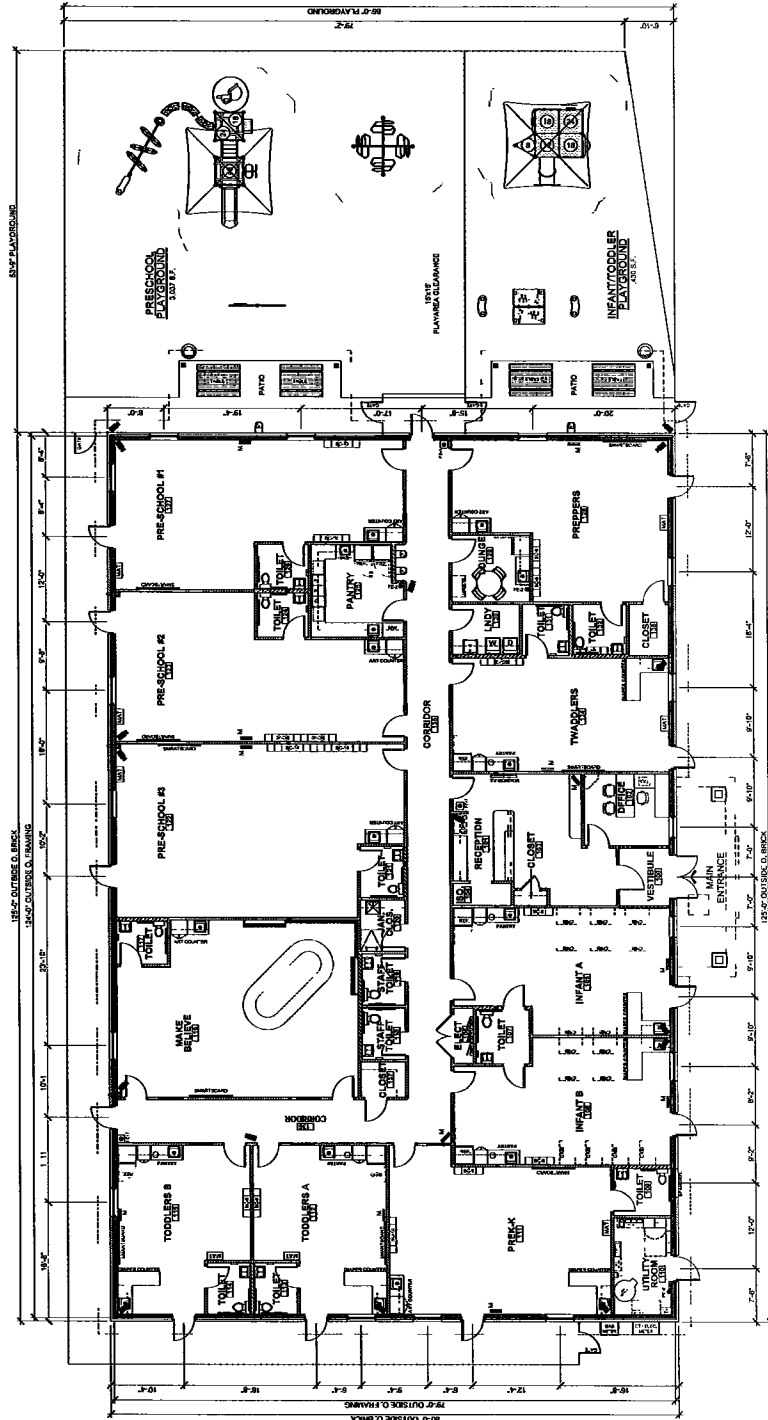
SITE PLAN PACKAGE SHEET INDEX		
SITE	SITE PLAN	PREPARED BY CAUMEL, DUNDEESIDE LTD.
A-1	PROPOSED FLOOR PLAN	PREPARED BY BOQUE ARCHITECTURE
A-2	PROPOSED ELEVATIONS	PREPARED BY BOQUE ARCHITECTURE
A-3	PROPOSED ELEVATIONS	PREPARED BY BOQUE ARCHITECTURE
A-4	PROPOSED ELEVATIONS	PREPARED BY BOQUE ARCHITECTURE
A-5	PROPOSED ELEVATIONS	PREPARED BY BOQUE ARCHITECTURE
L-0	OVERALL LANDSCAPE PLAN	PREPARED BY KELLER & ASSOCIATES LLC
L-1.1	ENLARGED LANDSCAPE PLAN	PREPARED BY KELLER & ASSOCIATES LLC
L-1.2	LANDSCAPE DETAILS, NOTES, & SCHEDULES	PREPARED BY KELLER & ASSOCIATES LLC
EX-1P	MINIMUM VILLAGE PLAN EXHIBIT	PREPARED BY CAUMEL, DUNDEESIDE LTD.
EX-2P	MINIMUM RESOURCE PROTECTION PLAN	PREPARED BY CAUMEL, DUNDEESIDE LTD.
EX-3P		

LOT OWNER CONTACT INFORMATION			
NAME	ADDRESS	PHONE	
CONTRACTOR OWNER			
BRUNSON TRANSLER, LLC	208 S. WALTON ROAD	(212) 755-8000	
REPRESENTED BY GARY BEATT	CHESAPEAK, VA 23060		
SUBMIT			
CLONELAW	646 DUNBAR ROAD, SUITE 801 HARTSFORD, CT 06105	(860) 275-3300	
SITE INFORMATION			
	S.E. 1/4	6.622	
TOTAL AREA	441.17	1.13	
	ADDRESS	S.E. 1/4	
EST. LOCATION	N. DUNBAR AVE.	06-004-012	
ZONING: CC CITY CHANG CENTER DISTRICT			
PROPOSED LAND USE: COMMERCIAL (CONDO APARTMENT MIXED)			
NOTES: SEE "PLAT" FOR LOTS 1-10. SEE "PLAT" FOR LOTS 11-12. SEE "PLAT" FOR LOTS 13-14. SEE "PLAT" FOR LOTS 15-16. SEE "PLAT" FOR LOTS 17-18. SEE "PLAT" FOR LOTS 19-20. SEE "PLAT" FOR LOTS 21-22. SEE "PLAT" FOR LOTS 23-24. SEE "PLAT" FOR LOTS 25-26. SEE "PLAT" FOR LOTS 27-28. SEE "PLAT" FOR LOTS 29-30. SEE "PLAT" FOR LOTS 31-32. SEE "PLAT" FOR LOTS 33-34. SEE "PLAT" FOR LOTS 35-36. SEE "PLAT" FOR LOTS 37-38. SEE "PLAT" FOR LOTS 39-40. SEE "PLAT" FOR LOTS 41-42. SEE "PLAT" FOR LOTS 43-44. SEE "PLAT" FOR LOTS 45-46. SEE "PLAT" FOR LOTS 47-48. SEE "PLAT" FOR LOTS 49-50. SEE "PLAT" FOR LOTS 51-52. SEE "PLAT" FOR LOTS 53-54. SEE "PLAT" FOR LOTS 55-56. SEE "PLAT" FOR LOTS 57-58. SEE "PLAT" FOR LOTS 59-60. SEE "PLAT" FOR LOTS 61-62. SEE "PLAT" FOR LOTS 63-64. SEE "PLAT" FOR LOTS 65-66. SEE "PLAT" FOR LOTS 67-68. SEE "PLAT" FOR LOTS 69-70. SEE "PLAT" FOR LOTS 71-72. SEE "PLAT" FOR LOTS 73-74. SEE "PLAT" FOR LOTS 75-76. SEE "PLAT" FOR LOTS 77-78. SEE "PLAT" FOR LOTS 79-80. 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CC CITY CMC CENTER DISTRICT DIMENSIONAL REQUIREMENTS	
	CL
MINIMUM FRONT YARD	10
MINIMUM SIDE YARD	10
MINIMUM REAR YARD	10

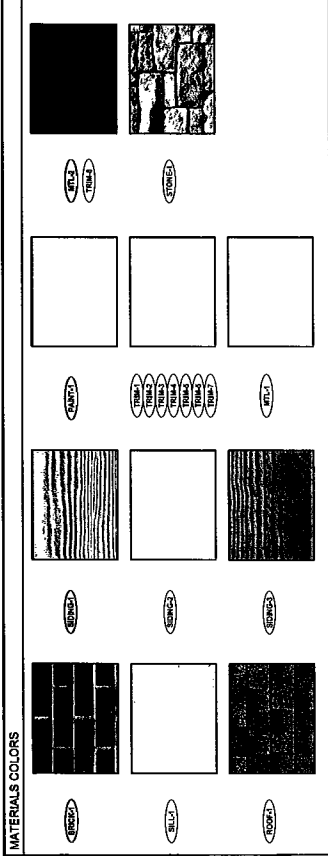
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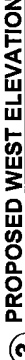
PICK UP SAVE
OF CITY COUNCIL CENTER

[illegible]

 **1** **PROPOSED FLOOR PLAN**
scale: 1/8" = 1'-0"

[illegible]

[illegible]



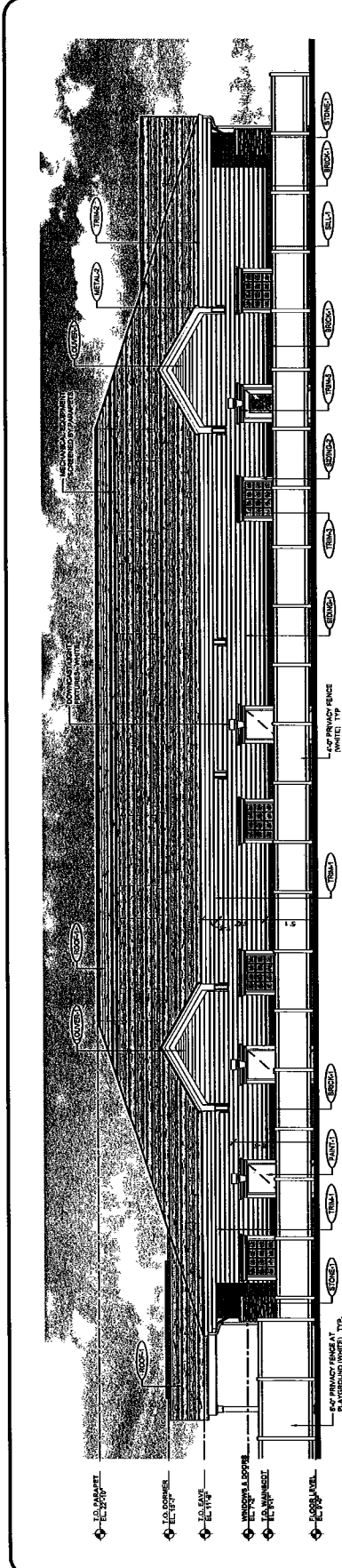
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NO.	DATE	DESCRIPTION	BY
1	10/20/2019	CONCEPT DESIGN	TRM
2	11/07/2019	PRELIMINARY	TRM
3	11/07/2019	FOR BIDDING	TRM
4	11/07/2019	FOR CONSTRUCTION	TRM

PRELIMINARY
NOT FOR
BIDDING OR
CONSTRUCTION

Project Number: 2019-01-01	AS NOTED
Client Name: ROGUE	AS NOTED
Proposed ELEVATIONS	
Drawing Number: A-5	



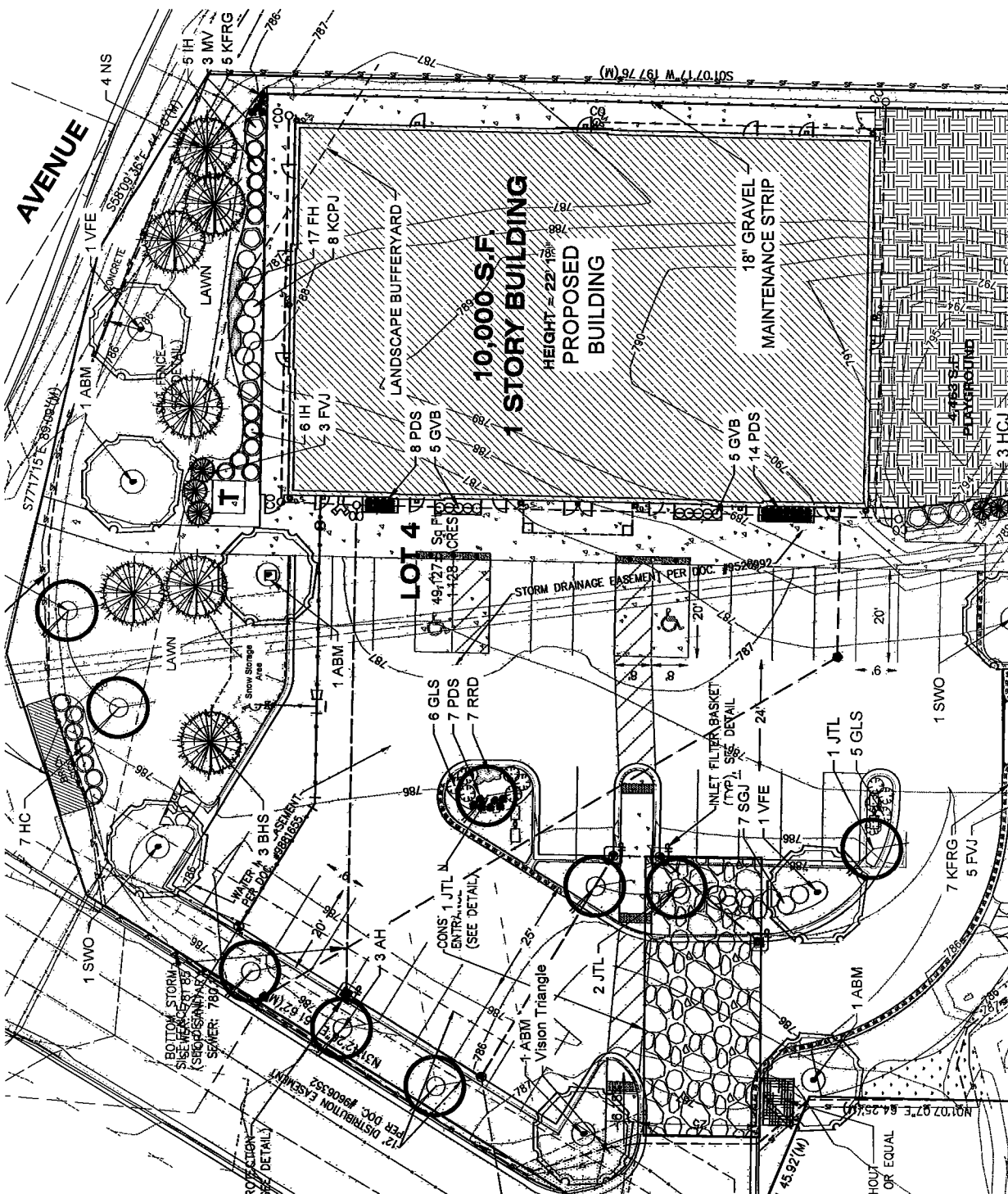
ISSUANCE AND REVISIONS	DATE	DESCRIPTION
	7.2.19	ISSUE TO OWNER
	7.6.19	SITE LIGHTING
	7.9.19	REVISED CIVIL
	7.16.19	REVISED CIVIL
	0.22.19	CITY COMMENTS
	1.7.19	REVISED CIVIL

Information contained herein is based on survey information, field observation, and believed to be accurate.

SHEET TITLE
ENLARGED
LANDSCAPE
PLAN

PROJECT MANAGER	WDH
PROJECT NUMBER	19-040
DATE	11.07.19
SHEET NUMBER	

11



ENLARGED LANDSCAPE PLAN

Scale: 1" = 10'0"

ALL LANDSCAPED AREAS TO BE IRRIGATED
AS A 'DESIGN-BUILD' PROJECT

SHADE TREES (DECIDUOUS)

ORNAMENTAL TREES (DECIDUOUS)

EVERGREEN TREES

HCU	Hetzl Columnar Juniper (upright)
FVJ	Fairview Upright Juniper (upright)
NS	Norway Spruce
BHS	Black Hills Spruce

EVERGREEN SHAUBS

GVB	Green Velvet Boxwood
SQU	Sea Green Juniper
KCB	Kelly Compact Pfitzer Juniper

DECIDUOUS SHRUBS

HC	Peking (Hedge) Colonaster
HH	Incredible! Hydrangea
GLS	Go Low Fragrant Sumac
GLY	Washington Yellowcreeper

ORNAMENTAL GRASSES
KFRG Kar Foerster Feather Reed Grass
PDS Prairie Dropseed

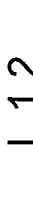
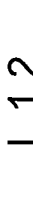
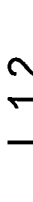
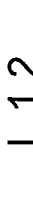
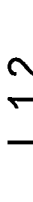
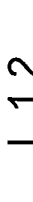
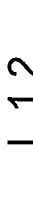
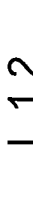
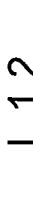
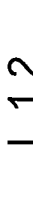
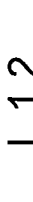
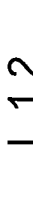
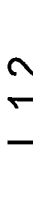
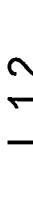
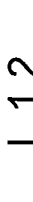
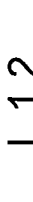
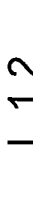
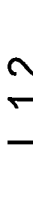
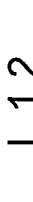
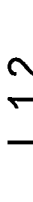
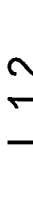
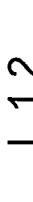
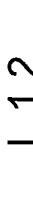
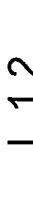
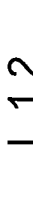
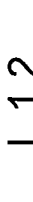
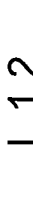
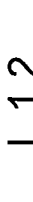
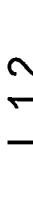
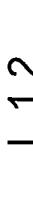
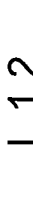
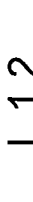
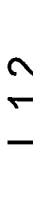
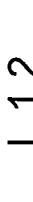
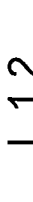
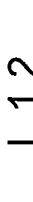
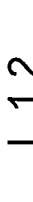
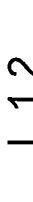
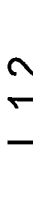
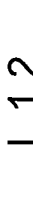
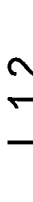
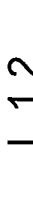
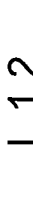
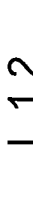
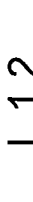
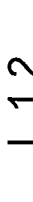
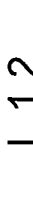
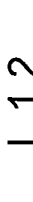
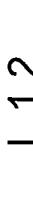
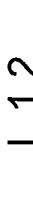
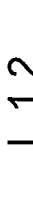
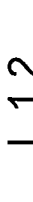
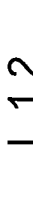
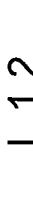
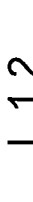
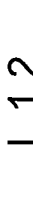
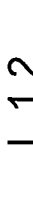
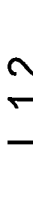
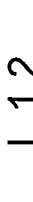
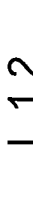
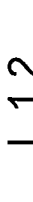
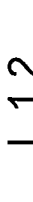
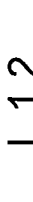
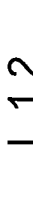
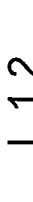
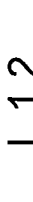
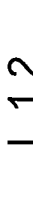
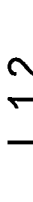
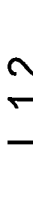
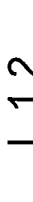
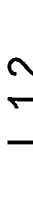
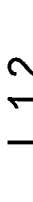
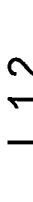
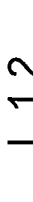
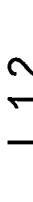
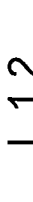
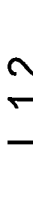
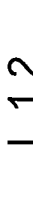
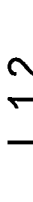
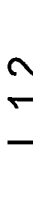
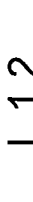
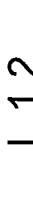
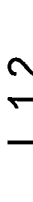
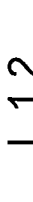
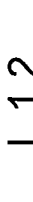
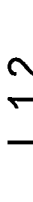
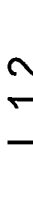
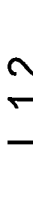
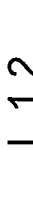
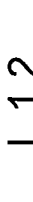
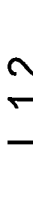
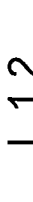
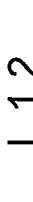
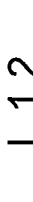
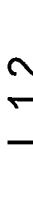
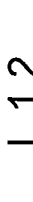
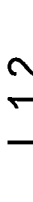
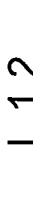
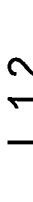
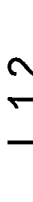
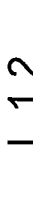
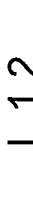
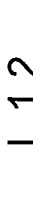
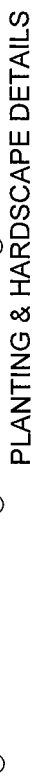
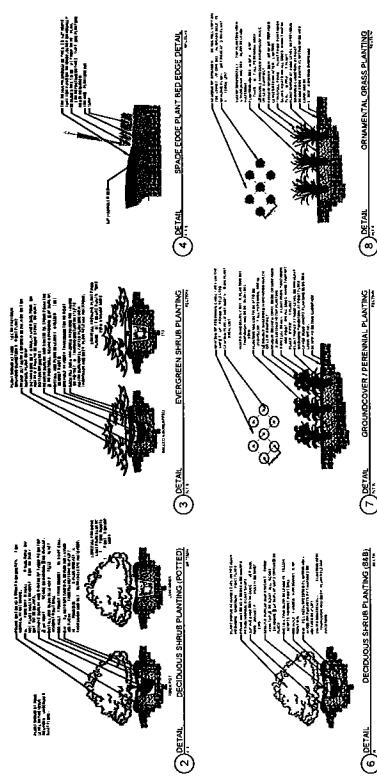
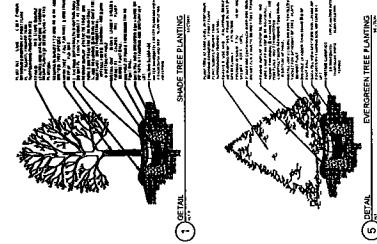
HERBACEOUS PERENNIALS
RRD Rosy Returns Daylily
FH Francine Hosta
PLANT ABBREVIATIONS

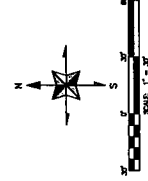
PLANT ABBREVIATIONS



1. Contractor responsible for contacting Duggan Velders 971.1 or 800-242-8511 to have any material prior to installation or planting.
2. Contractor to verify all plant quantities shown on Plant & Material List and landscape planting schedule and report any discrepancies to Landscape Architect or Project Manager.
3. All plants to be supplied with standards as described in American Standard of Nursery Stock, 2003 (latest edition). Landscape Architect reserves the right to inspect and potentially reject any plants that are inferior, compromised, unseasoned, diseased, discolored, insect infested, malnourished, incorrectly banded, damaged, or otherwise unsuitable for the project. Plants that are rejected shall be replaced at the Contractor's expense. Plants that are rejected shall be replaced at the Contractor's expense.
4. Any plant and plant installation must be approved by Landscape Architect or Owner. All plants must be installed as per notes contained on Plant & Material Schedule, unless approved by Landscape Architect. Any changes to notes shown on plant must be submitted in writing to the Landscape Architect prior to installation.
5. To protect in Paving Lot (balcony) if applicable. All planting soil shall be identified with topsoil to a minimum depth of 18" to ensure long-term plant health. All planting soil shall be identified with topsoil to a minimum depth of 18" to ensure long-term plant health. All planting soil shall be identified with topsoil to a minimum depth of 18" to ensure long-term plant health.
6. The Planting: Plant all trees slightly higher than finished grade at the root ball. Remove excess soil from the top of the root ball. If needed, remove and provide proper drainage, unless otherwise specified.
7. The Planting: Plant all trees slightly higher than finished grade at the root ball. Remove excess soil from the top of the root ball. If needed, remove and provide proper drainage, unless otherwise specified.
8. The Planting: Plant all trees slightly higher than finished grade at the root ball. Remove excess soil from the top of the root ball. If needed, remove and provide proper drainage, unless otherwise specified.
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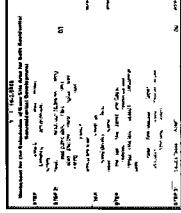
LANDSCAPE GENERAL NOTES



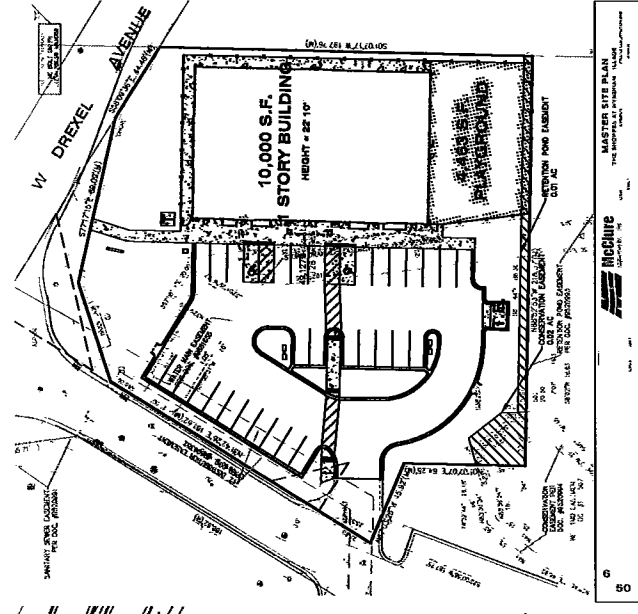
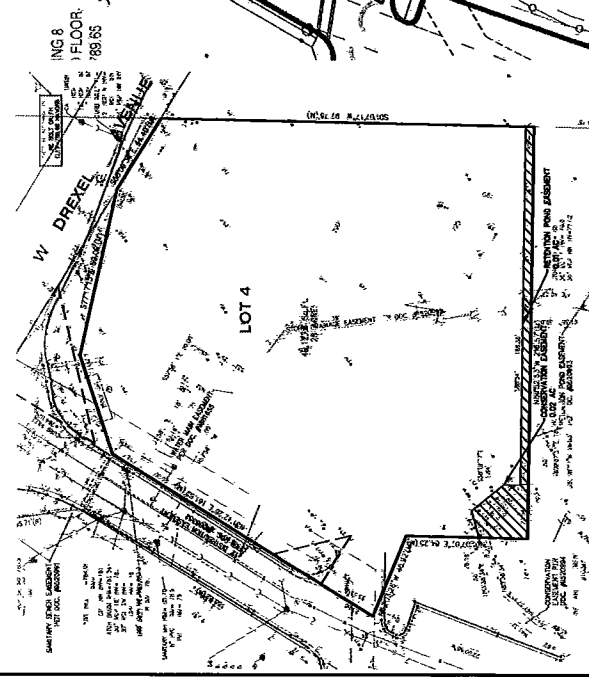
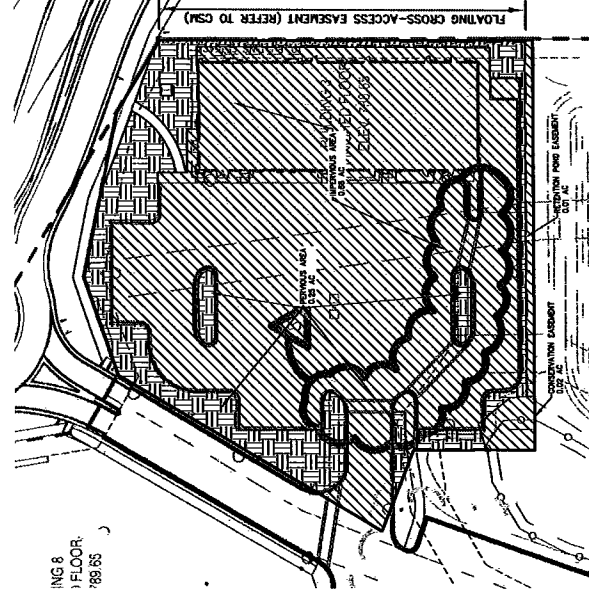
[illegible]

PROPOSED LOT 4 SITE LSR		
	sq. ft.	Acres
TOTAL SITE AREA	41,177	1.13
SITE IMPROVEMENTS AREA	38,489	0.91
LANDSCAPE AREA	13,814	0.38
CONSERVATION & RETENTION	1,500	0.03
BASE SITE AREA	47,597	1.09
	80,205	
PROPOSED (LSR)		0.26

APPROVED WYNDHAM VILLAGE LOT 4 LSR		
	SQ. FT.	ACRES
TOTAL SITE AREA	46177	1.15
IMPOUNDING AREA	35,563	0.81
LANDSCAPE AREA	1,563	0.01
CONSTRUCTION & RETENTION CANNON	1,060	0.03
BASE SITE AREA	47,487	1.09
	8300	
APPROVED LSR	0.20	

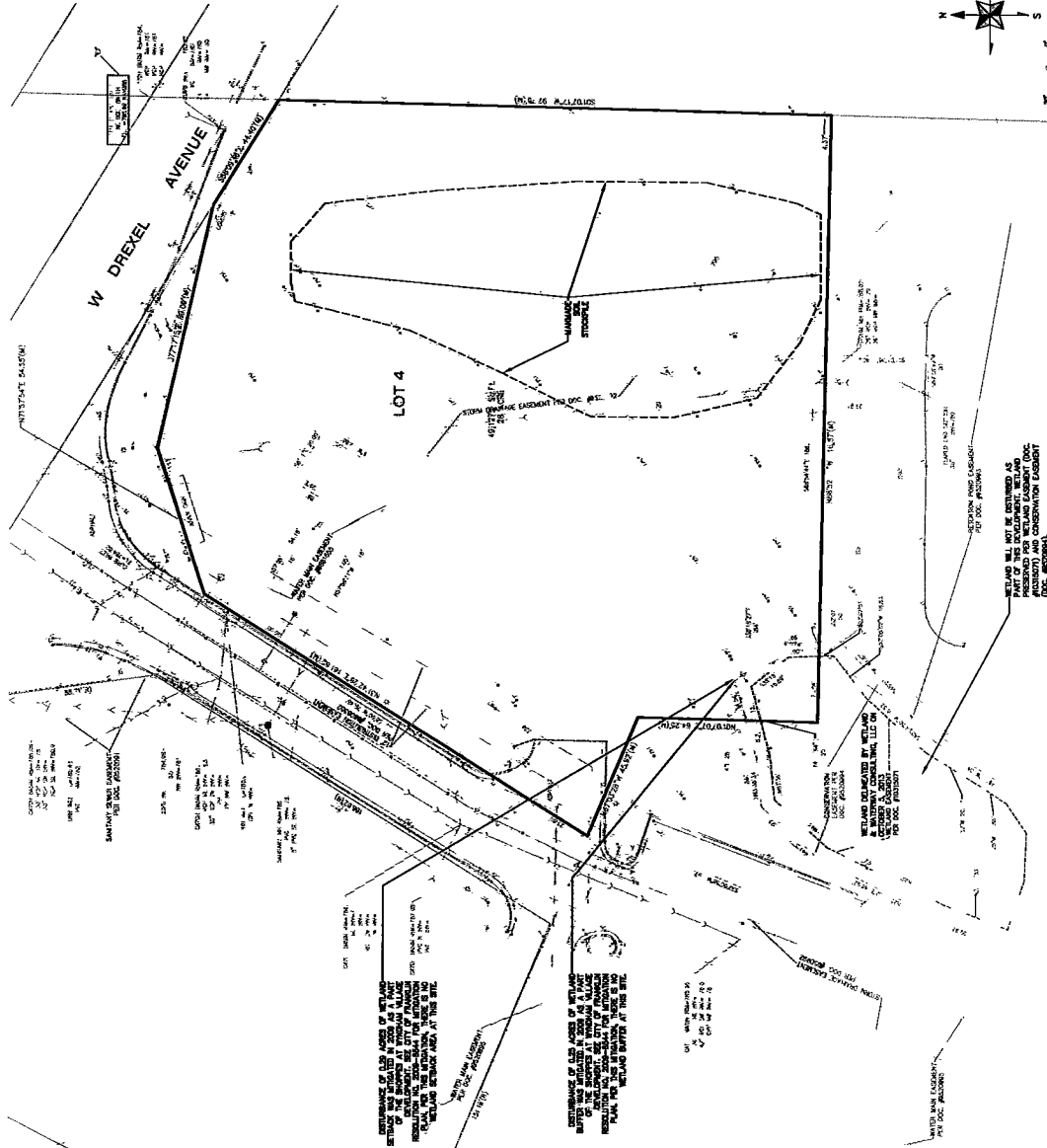

$$\text{LSR} = \frac{\text{LANDSCAPE AREA}}{\text{BASE SITE AREA}}$$

BASE SITE AREA CALCULATION



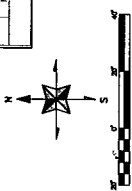
NATURAL RESOURCE PROTECTION PLAN FOR SITE IMPROVEMENTS FOR THE LEARNING EXPERIENCE, FRANKLIN, WI

LOT OWNER CONTACT INFORMATION		
NAME	ADDRESS	PHONE
CONTRACT OWNER		
BRANDFORD FRANKLIN LLC	300 S WACKER DRIVE	(312) 754-0000
REPRESENTED BY GARY WERT	CHICAGO, IL 60606	
SELLER		
CLOVERLEAF	600 PARKWAY AVE, SUITE 200	(947) 272-3300
	901 NOTTERSBURG, IL 60062	
SITE INFORMATION		
TOTAL AREA	SQ. FT.	ACRES
	44,157	1.01
SITE LOCATION		
ADDRESS	% CROSSING AVE	DEVELOPMENT
ZONING OF CITY ONE CENTER DISTRICT		
PROPOSED LAND USE: COMMERCIAL (GROUP DYNAMIC CENTER)		
SEALED 10-20 FT. CLAY FILL SOILS AND 30-40 FT. CLAY NATURALLY OCCURRING SOILS TO DEPTH OF 10-20 FT. BELOW GRADE SURFACE		
SITE INTENSITY CALCULATIONS		
	APPROX.	DEVELOP.
TOTAL SITE AREA	1.01 AC	1.01 AC
BASE SITE AREA	1.01 AC	1.01 AC
AREA EXCLUDED LANDSCAPE SURFACE (10-20 FT.)	0.20	0.20
AREA EXCLUDED LANDSCAPE SURFACE (30-40 FT.)	0.20	0.20
LANDSCAPE AREA	0.61 AC	0.61 AC
NET BUILDABLE SITE AREA	0.81 AC	0.81 AC
MAXIMUM NET FLOOR AREA (SF/AC)	0.81	0.81
MAXIMUM GROSS FLOOR AREA (SF/AC)	0.81	0.81



THE SUBJECT SITE IS PART OF THE ORIGINAL SHORES AT PONDINA VILLAGE DEVELOPMENT. THIS DEVELOPMENT WAS APPROVED BY THE CITY OF FRANKLIN IN 1998. THE DEVELOPMENT WAS APPROVED FOR A TOTAL OF 1.01 ACRES. THE DEVELOPMENT WAS APPROVED FOR A TOTAL OF 1.01 ACRES. THE DEVELOPMENT WAS APPROVED FOR A TOTAL OF 1.01 ACRES.

NO.	DESCRIPTION	DATE
1	Initial Site Plan	10/1/2019
2	Revised Site Plan	10/1/2019
3	Final Site Plan	10/1/2019
4	Final Site Plan	10/1/2019
5	Final Site Plan	10/1/2019
6	Final Site Plan	10/1/2019
7	Final Site Plan	10/1/2019
8	Final Site Plan	10/1/2019
9	Final Site Plan	10/1/2019
10	Final Site Plan	10/1/2019
11	Final Site Plan	10/1/2019
12	Final Site Plan	10/1/2019
13	Final Site Plan	10/1/2019
14	Final Site Plan	10/1/2019
15	Final Site Plan	10/1/2019
16	Final Site Plan	10/1/2019
17	Final Site Plan	10/1/2019
18	Final Site Plan	10/1/2019
19	Final Site Plan	10/1/2019
20	Final Site Plan	10/1/2019
21	Final Site Plan	10/1/2019
22	Final Site Plan	10/1/2019
23	Final Site Plan	10/1/2019
24	Final Site Plan	10/1/2019
25	Final Site Plan	10/1/2019
26	Final Site Plan	10/1/2019
27	Final Site Plan	10/1/2019
28	Final Site Plan	10/1/2019
29	Final Site Plan	10/1/2019
30	Final Site Plan	10/1/2019
31	Final Site Plan	10/1/2019
32	Final Site Plan	10/1/2019
33	Final Site Plan	10/1/2019
34	Final Site Plan	10/1/2019
35	Final Site Plan	10/1/2019
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100	Final Site Plan	10/1/2019



THIS PLAN IS NOT BE PREPARED FOR THE CITY OF FRANKLIN, WI. IT IS BEING PREPARED FOR THE CITY OF FRANKLIN, WI. IT IS BEING PREPARED FOR THE CITY OF FRANKLIN, WI.

THE LEARNING EXPERIENCE
7760 S LOVERLANE RD
FRANKLIN, WI
NATURAL RESOURCE PROTECTION PLAN

CELT
Civil Engineering Ltd
Drawing Prepared By: Michael J. Calver
Drawing Date: 10/1/2019
Sheet Number: CE180034
NRPP

NOT FOR CONSTRUCTION



(612) 761-1547
Marlys.Brandell@Target.com

Via U.S. Mail and Email (rec@cleafgroup.com)

December 3, 2018

Franklin-Wyndham, LLC
C/O Cloverleaf
Attn: Ross Cosyns
666 Dundee Road, Suite 901
Northbrook, Illinois 60062

Re: Target Store T-2388 Franklin, WI

Operation and Easement Agreement dated November 20, 2007 between Target Corporation ("Target") and Franklin-Wyndham LLC as successor-in-interest to Wyndham Village Retail LLC ("Developer") (the "OEA")

Waiver Request for The Learning Experience

Dear Ross:

Target received your email sent on October 12, 2018 to Target's broker, Matt Friday at CBRE, stating that Developer wants to sell the lot identified as "The Learning Experience" on the Exhibit A Site Plan attached to this letter (the "Premises") to Bradford Equities LLC for the purpose of constructing a building and other improvements then leasing the property to TLE Franklin WI LLC, for the purpose of operating a child care/child development learning center (the "Use") TLE Franklin WI LLC will do business as "The Learning Experience"

In addition to submitting the site plan identifying the proposed location of the Premises, you provided a project overview including photos, a concept site plan, a floor plan, exterior elevations, and an operational description. The site plan shows the proposed building is 75.0' x 134.0' (10,050 square feet) and the proposed outdoor play area is 55' x 81' (4,450 square feet).

The Use is not allowed by OEA Section 5.1.2 (T) which prohibits any training or educational facility, including but not limited to: beauty schools, barber colleges, reading rooms, places of instruction or other operations catering primarily to students or trainees rather than to customers, provided, however, this prohibition shall not be applicable to (i) ... or (ii) up to two nationally recognized learning centers that are commonly located within first-class shopping centers such as a Sylvan Learning Center, Kaplan Learning Center not to exceed 4,000 square feet of Floor Area in the aggregate.

The preliminary building plans are approved and Target hereby agrees to waive the enforcement of OEA Section 5.1.2 (T) with respect to the Use within the Premises, subject to all of the following conditions

- A. In the event that TLE Franklin WI LLC doing business as The Learning Experience does not commence the Use with the public on or before August 30, 2020, this waiver shall automatically expire on said date.

- B This waiver shall be effective only as long as TLE Franklin WI LLC continues to operate for business with the public under the name, "The Learning Experience"
- C The Use by TLE Franklin WI LLC must not exceed 11,000 square feet in Floor Area

All defined terms used herein that are not defined herein shall have the meaning set forth in the OEA.

General Conditions

In addition to the conditions specifically applicable to this waiver as listed above, this waiver shall also be subject to all of the following conditions:

1. This waiver shall automatically expire upon TLE Franklin WI LLC's cessation of business at the Premises.
2. This waiver is strictly limited to the Premises.
3. This waiver shall not be construed as a waiver by Target with respect to any other provision (including any other prohibited use) within the OEA.
4. This waiver is not intended to, and shall not be construed to, amend or modify in any way whatsoever the provisions of the OEA
5. This waiver shall not, except as specifically provided above, be deemed to release or discharge any Person or Party from liability for any of the obligations to be performed by such Person or Party under the OEA
6. TLE Franklin WI LLC acknowledges and agrees that this waiver does not grant it the right to benefit from or enforce any provision of the OEA.
7. TLE Franklin WI LLC understands that it is solely responsible for obtaining waivers from any and all required third parties.

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

Very truly yours,



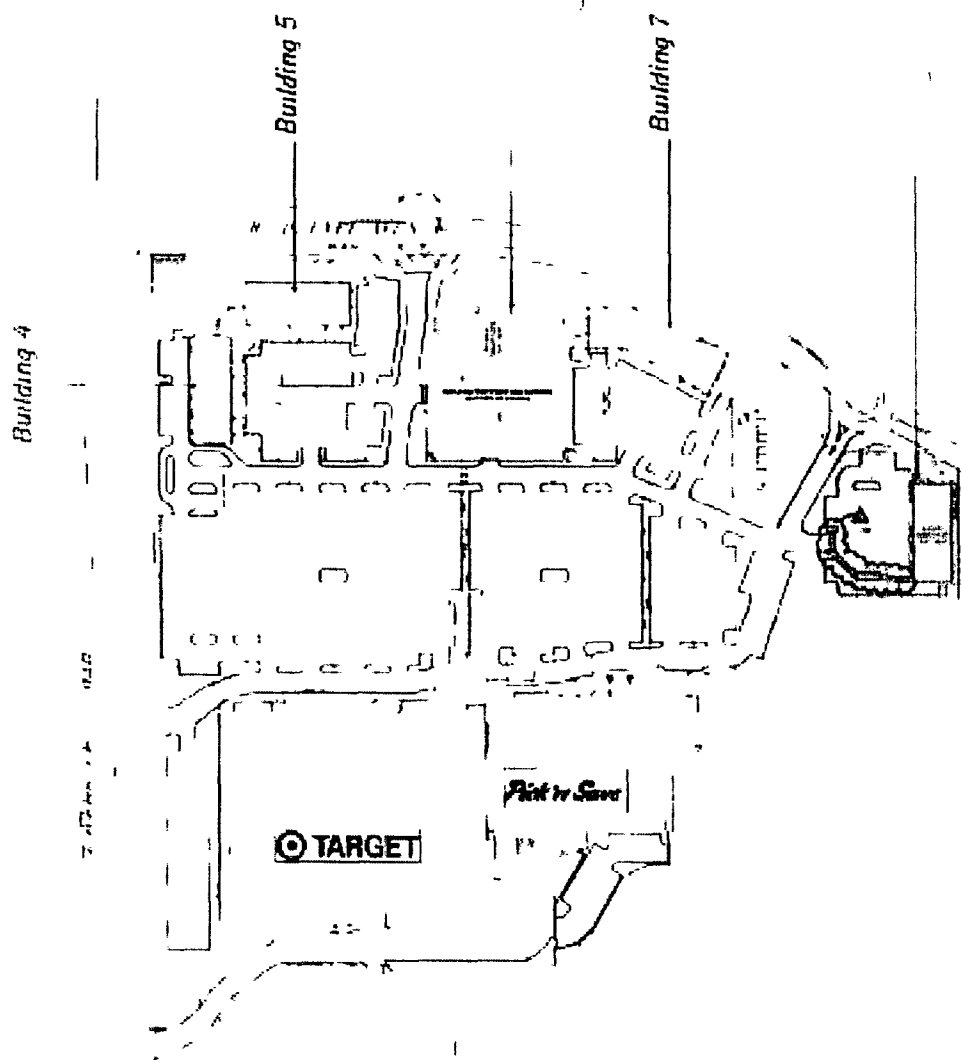
Marlys Brandell
Sr Real Estate Portfolio Manager

CC: Jonathan Basofin via email jeb@cleafgroup.com

Outlot Site Plan

EXHIBIT A

Depiction of Premises within the Shopping Center



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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/03/19
REPORTS & RECOMMENDATIONS	A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR REPLACEMENT OF AN EXISTING FAILED BRIDGE AND ASSOCIATED CULVERT WITHIN A SHORELAND, FLOODWAY AND WETLANDS AREA ASSOCIATED WITH THE EAST BRANCH OF THE ROOT RIVER LOCATED ON A PRIVATE ROAD REFERRED TO AS WEST WESTMOOR AVENUE, IN THE FRANKLIN MOBILE HOME PARK, PROPERTY LOCATED AT 6361 SOUTH 27TH STREET (DAVID STEINBERGER, PRESIDENT OF FRANKLIN MOBILE, LLC, APPLICANT)	ITEM NUMBER G.6.

At the regular meeting of the Plan Commission on November 21, 2019, following a properly noticed public hearing, the following action was approved: motion to recommend approval of a Resolution imposing conditions and restrictions for the approval of a Special Use for replacement of an existing failed bridge and associated culvert within a shoreland, floodway and wetlands area associated with the east branch of the Root River located on a private road referred to as West Westmoor Avenue, in the Franklin Mobile Home Park, property located at 6361 South 27th Street, in the form and content as presented to the commission at this meeting, excepting that condition Nos. 4, 5 and 9 be deleted.

The Plan Commission's recommendation has been reflected in the attached draft Resolution.

While no motion was made, the Plan Commission did discuss the issue of removal of existing mobile homes from the floodway, and that this issue could be addressed at a future date. It can also be noted that Wisconsin Department of Natural Resources staff have indicated that the mobile homes (and associated wells and septic systems) could be removed from the floodway as Wisconsin's floodplain regulations are based in part upon federal requirements, which differ in regard to legal non-conforming regulations. Staff anticipates conducting further research into this matter, and as appropriate, bringing this matter back to the Common Council for further action.

COUNCIL ACTION REQUESTED

A motion to approve Resolution 2019-_____, imposing conditions and restrictions for the approval of a Special Use for replacement of an existing failed bridge and associated culvert within a shoreland, floodway, and wetlands area associated with the East Branch of the Root River located on a private road referred to as West Westmoor Avenue, in the Franklin Mobile Home Park, Property Located at 6361 South 27th Street (David Steinberger, President for Franklin Mobile, LLC, Applicant)

Department of City Development: MX

STATE OF WISCONSIN

CITY OF FRANKLIN

MILWAUKEE COUNTY

[Redraft 11-25-19]

RESOLUTION NO. 2019-_____

A RESOLUTION IMPOSING CONDITIONS AND RESTRICTIONS FOR
THE APPROVAL OF A SPECIAL USE FOR REPLACEMENT OF AN
EXISTING FAILED BRIDGE AND ASSOCIATED CULVERT WITHIN A
SHORELAND, FLOODWAY AND WETLANDS AREA ASSOCIATED WITH
THE EAST BRANCH OF THE ROOT RIVER LOCATED ON A PRIVATE ROAD
REFERRED TO AS WEST WESTMOOR AVENUE, IN THE FRANKLIN MOBILE
HOME PARK, PROPERTY LOCATED AT 6361 SOUTH 27TH STREET
(DAVID STEINBERGER, PRESIDENT OF
FRANKLIN MOBILE, LLC, APPLICANT)

WHEREAS, David Steinberger, President of Franklin Mobile, LLC, having petitioned the City of Franklin for the approval of a Special Use within an R-8 Multiple-Family Residence District, FW Floodway District and B-2 General Business District to allow for replacement of an existing failed bridge (approximately 18 feet long by 16 feet wide) with an approximately 25 foot long by 20 foot wide bridge and associated culvert over the East Branch of the Root River in the Franklin Mobile Home Park (the bridge is located within the shoreland, floodway and wetlands associated with the East Branch of the Root River), located on a private road referred to as West Westmoor Avenue, property located at 6361 South 27th Street, bearing Tax Key No. 714-9993-004, more particularly described as follows:

Parcel 2 of Certified Survey Map No. 5747, being a part of the Northeast 1/4 of Section 1, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin, excepting those parts conveyed in Document No. 10351086 for street purposes; 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 21st day of November, 2019, 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.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the petition of David Steinberger, President of Franklin Mobile, LLC, 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 David Steinberger, President of Franklin Mobile, LLC, successors and assigns, as a bridge replacement use, which shall be developed in substantial compliance with, and operated and maintained by David Steinberger, President of Franklin Mobile, LLC, pursuant to those plans City file-stamped September 20, 2019 and annexed hereto and incorporated herein as Exhibit A.
2. David Steinberger, President of Franklin Mobile, LLC, 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 David Steinberger, President of Franklin Mobile, LLC bridge replacement, 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 David Steinberger, President of Franklin Mobile, LLC and the bridge replacement use upon the Franklin Mobile, LLC (Franklin Mobile Home Park) property located at 6361 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. The applicant shall revise the site plan to include the addition of railings and paved and striped shoulders along the road over the culvert prior to the issuance of any building permits, and shall install such improvements concurrently with construction of the culvert and road.
5. The applicant shall revise the Natural Resource Protection Plan (NRPP) Map to depict all natural resource features adjacent to the stream extending to both the north and south property lines for City staff review and approval prior to the issuance of any building permits.

6. The applicant shall provide a revised project narrative including a brief opinion on why the structure does not impede drainage or cause ponding, for review and approval of the City Engineering Department, prior to the issuance of any building permits.

BE IT FURTHER RESOLVED, that in the event David Steinberger, President of Franklin Mobile, LLC, 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 completion of the Franklin Mobile Home Park bridge replacement.

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.

Introduced at a regular meeting of the Common Council of the City of Franklin this 3rd day of December, 2019.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2019.

DAVID STEINBERGER, PRESIDENT OF FRANKLIN MOBILE, LLC – SPECIAL USE
RESOLUTION NO. 2019-_____

Page 4

APPROVED:

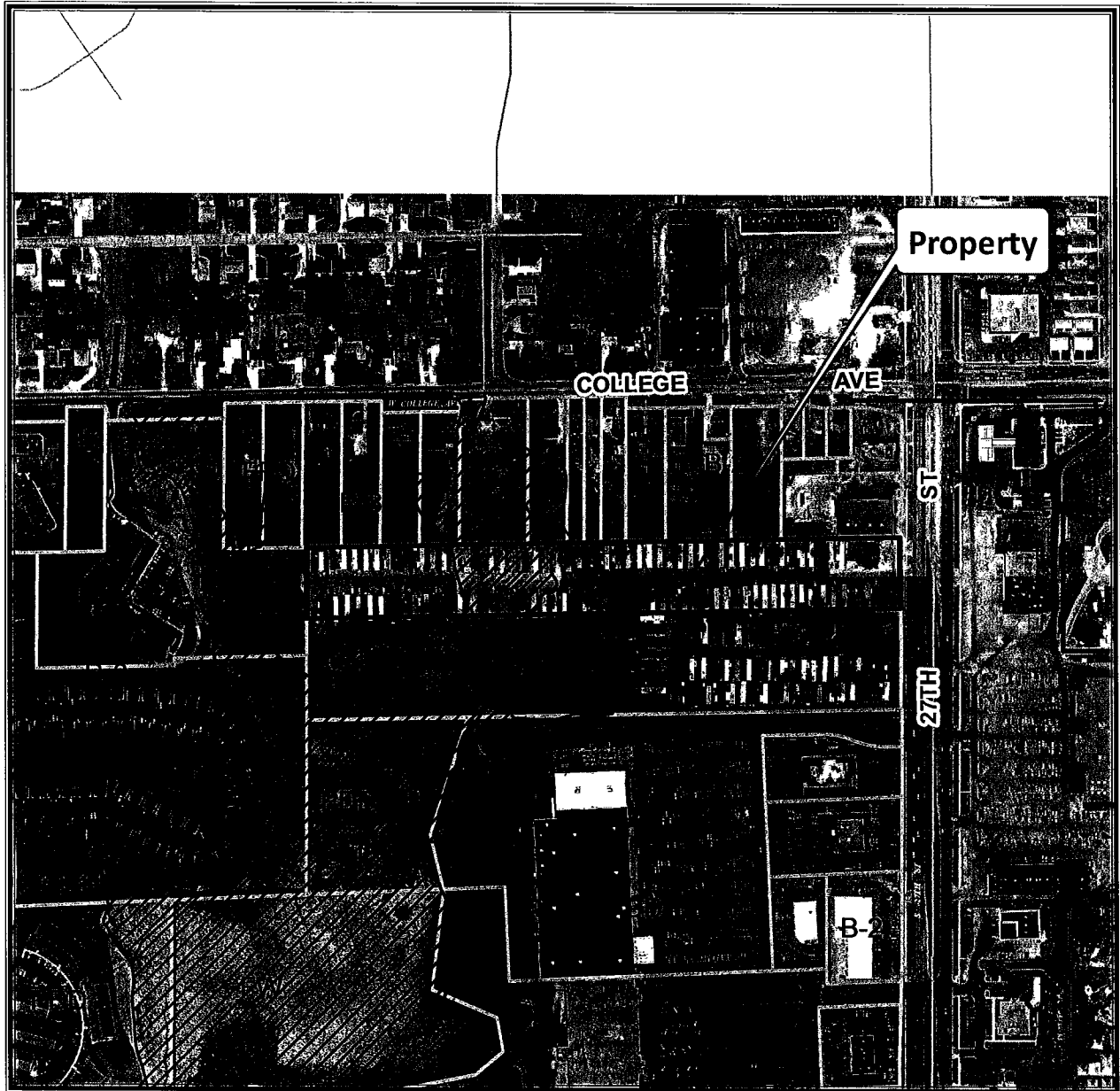
Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

6361 S. 27th Street
TKN: 714 9993 004



Planning Department
(414) 425-4024

0 255 510 1 020 Feet

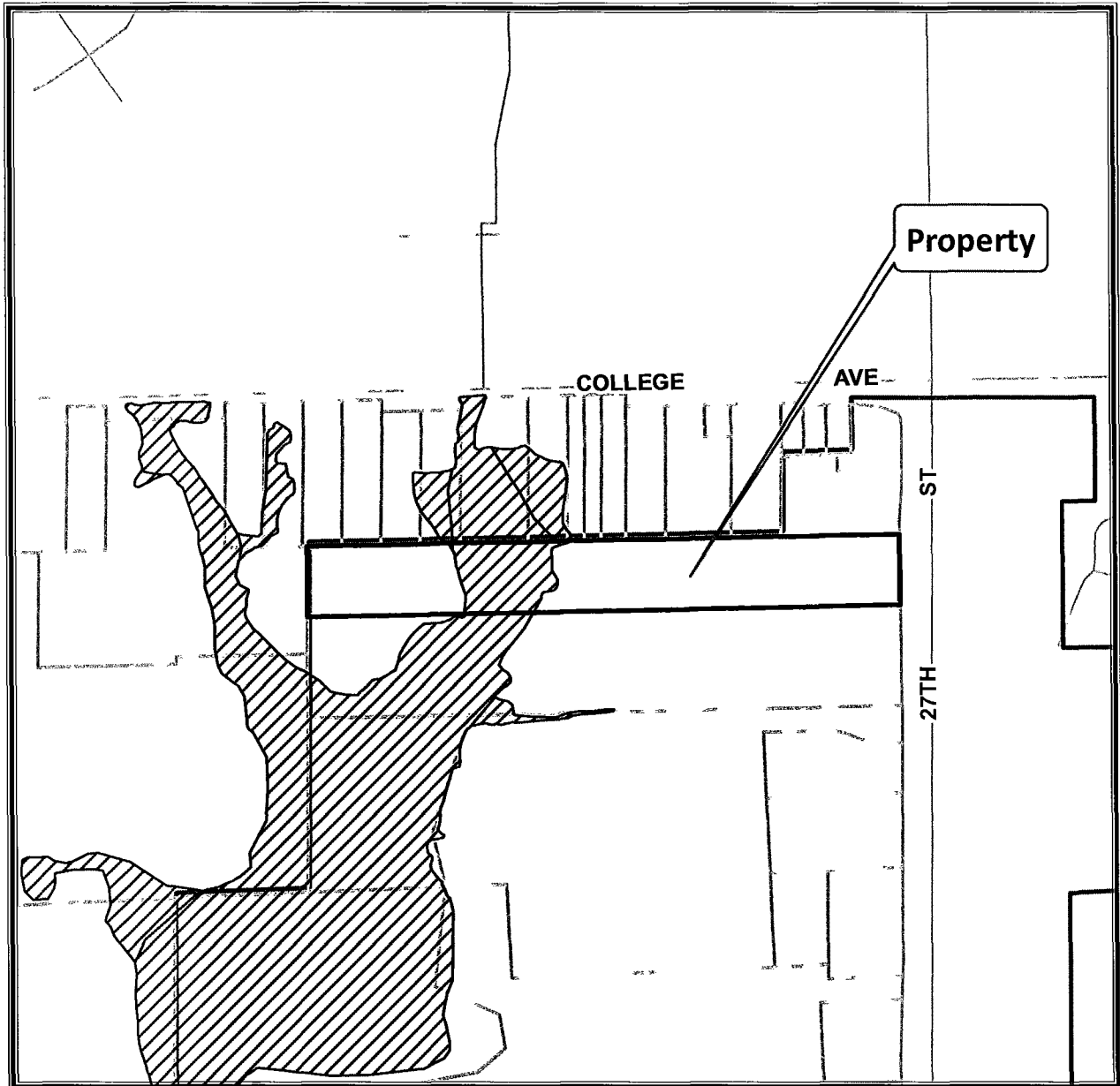
This map shows the approximate relative location of property boundaries but was not prepared by a professional land surveyor. This map is provided for informational purposes only and may not be sufficient or appropriate for legal engineering or surveying purposes.



2017 Aerial Photo



6361 S. 27th Street
TKN: 714 9993 004



Planning Department
(414) 425-4024

0 255 510 1 020 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*



2017 Aerial Photo



CITY OF FRANKLIN

REPORT TO THE PLAN COMMISSION

Meeting of November 21, 2019

Special Use

RECOMMENDATION: City Development staff recommends approval of the proposed Special Use for The Franklin Mobile Estates culvert and flood plain impacts upon property located at 6361 S 27th St. subject to the conditions set forth in the draft Resolution.

Project Name:	Franklin Mobile Estates Special Use and Land Use Permit
Project Address:	6361 S 27 th St.
Applicant:	David Steinberger, Franklin Mobile Home Park
Property Owner:	Franklin Mobile LLC
Current Zoning:	R-8 Multiple-Family Residence District and FW Floodway District
2025 Comprehensive Plan:	Commercial
Use of Surrounding Properties:	R-8 Mobile Home park to the southeast on 27 th St. and to the northwest on College Ave.; B-2 General Business District to the northeast on 27 th and College; FW Floodway District to the north and south of the swathe of FW on the subject property, and C-1 Conservancy District to the west.
Applicant Action Requested:	Recommendation of approval for the proposed Special Use and associated Land Use Permit for floodway impacts for the construction of a culvert bridge for Franklin Mobile Estates.

INTRODUCTION

On September 12, 2019, the applicant submitted completed applications for a Special Use and a Land Use Permit (Misc. Application), including a Natural Resource Protection Plan, to allow construction of a replacement bridge within the floodway associated with the East Branch of the Root River, which is located within the central portion of the subject property. Bridges and approaches are a Special Use in the FW Floodway District under § 15-3.0604.B.1.c. Changes to floodplain elevations require a Land Use Permit, subject to review and approval of the Zoning Administrator.

PROJECT DESCRIPTION AND ANALYSIS

The subject property contains an existing mobile home park, located on the west side of 27th St. A bridge was installed along the private road "West Westmoor Ave." serving the mobile homes, sometime between 1955 and 1958 according to the applicant. Aerial photographs from 1956

show the portion of the parcel east of the stream to be occupied by mobile homes; by 1963 these had expanded to the western portion of the lot.

The proposed culvert is intended to replace a temporary bridge (that is in disrepair and is failing) which in turn was recently constructed to replace the original bridge which had also been in disrepair. Neither the original nor the replacement bridge construction projects had obtained the required permits and approvals from the City of Franklin and the Wisconsin Department of Natural Resources for impacts to the floodway.

0.011 acres of stream bank and 0.004 acres of wetland will be permanently impacted by the proposed bridge replacement. No mitigation is proposed, however, all areas disturbed as part of the bridge replacement are proposed to be restored with native vegetation that will enhance the existing streambank.

The applicant is requesting that the Plan Commission and Common Council grant the proposed special use. Staff recommendations are contained in the attached draft Resolution.

Special Use

However, staff would note that twelve (12) mobile homes are currently located within the mapped floodway associated with the East Branch of the Root River. Although mobile homes have been present in this area since the 1950's, the City's Floodplain Zoning regulations which were first established by Ordinance No. 221 and adopted by the City of Franklin on February 6, 1968, do not allow such structures within the floodplain/floodway. Furthermore, based upon preliminary research of the City's historic records, since February 6, 1968, the 12 mobile homes appear to have not received any Building Permit approvals to be allowed within the floodway. In addition, should structures be allowed within a floodway, certain Building Code provisions and Floodplain Zoning regulations would apply.

In addition, the City's Zoning Ordinance No. 22(A), adopted in October 29, 1957, states in Section 22.03.E.1. "No principal building shall be erected, structurally altered, or placed on land which is not adequately drained at all times nor which is subject to periodic flooding." Lastly, § 15-3.0319.E of the City's current Unified Development Ordinance states that no mobile home, mobile home park, or trailer camp shall be placed or moved onto lands lying in the FW District.

Therefore, pursuant to Sections 15-3.0701D., staff recommends that all mobile homes which were placed within the floodway after February 6, 1968 without all proper permits and approvals be removed as soon as possible, but no later than from one year of the date of the subject replacement culvert Special Use approval. Staff suggests for resident safety purposes, that all mobile homes located within the floodway be removed within one year.

Land Use Permit (Misc. Application):

In regard to the Land Use Permit, it can be noted that the City of Franklin Zoning Administrator approved the proposed culvert/bridge replacement project subject to a number of conditions as noted below:

1. That the subject culvert/bridge replacement shall proceed as presented in the Miscellaneous and Special Use application materials date stamped by the City on September 20, 2019, and as may be revised by the City of Franklin, the Wisconsin Department of Natural Resources (DNR), and the Federal Emergency Management Agency (FEMA).
2. That the applicant shall verify if any private wells or private septic systems area located within the floodway. If so, the applicant shall properly abandon/remove such private wells and/or septic systems, or shall obtain all required permits and approvals for such private wells and/or septic systems, within six months of this conditional Land Use Permit approval.
3. That the subject culvert/bridge replacement does not increase the floodway/floodplain Base Flood Elevation at any location.
4. That the subject culvert/bridge replacement decreases the floodway/floodplain Base Flood Elevation by no more than the same 0.1' rounded as in the effective Base Flood Elevation.
5. That the applicant shall submit a copy of the updated Floodplain Study model (latest revision date) to the City of Franklin for transmittal to FEMA as the model of record within 6 months of project completion.
6. That the applicant shall be responsible for any fees or charges as may be required by FEMA or the DNR as part of the submittal of the Floodplain Study model.

It can also be noted that FEMA has determined that a Letter of Map Revision (LOMR) will not be required for this project subject to conditions #3, #4, and #5 noted above. In addition, FEMA and the DNR will jointly determine the submittal process for the Floodplain Study model as the model of record so that future floodplain projects/models will already have this new data in it.

Other permits or approvals:

By letter dated January 4, 2019, the applicant received pre-construction approval from the Army Corps of Engineers in regard to discharge of fill in wetlands and in the East Branch of the Root River for the proposed failed bridge replacement.

By letters dated March 18, 2019, the applicant obtained conditional approval from the DNR to construct the proposed culvert in the east branch of the Root River, and to fill certain wetlands.

By letter dated September 27, 2019, the applicant has received DNR approval of the floodplain analysis for the culvert project based upon a revised study dated September 25, 2019.

STAFF RECOMMENDATION

Staff has no objection to the proposed special use, subject to the conditions stipulated in the draft Resolution. Please note that the subject special use request, for which staff is recommending conditional approval, pertains solely to the proposed replacement culvert.

Staff suggests creation of a conservation easement to protect the stream and related natural resources in perpetuity, pursuant to § 15-7.0103.X. of the UDO.

November 14, 2019

VIA EMAIL (solson@franklinwi.gov)

Mayor Steve Olson, Chair
Franklin Plan Commission
Franklin City Hall
9229 W. Loomis Road
Franklin, WI 53132

RE: Franklin Mobile Home Park 6361 S. 27th Street

Dear Mayor Olson,

Our office represents the owner of the referenced property who intends to replace a bridge over the East Branch of the Root River to access a portion of the property where a number of mobile home pads are located. The City advised that a Special Use¹ must be issued in order to build the replacement bridge. We are in receipt of the planning department's November 8, 2019 and October 31, 2019 report and recommendations on this application. We object to any "conditions" related to anything beyond the bridge itself, in particular any condition relating to the mobile home park itself and its infrastructure.

The required special use is only for the replacement bridge. No other changes are being made to the mobile home park. The existing mobile home park was purchased by the current owner's family in 1969 and has been operated continuously since.

¹ The City is also evidently requiring a land use permit

Unlawful Recommendations/Conditions Regarding Homes

On October 31, 2019, months after this process began, planning staff issued a report and recommendations requesting at least 12 of the existing units be removed and other units be monitored for ultimate amortization. The 20th planning condition relating to the special use is as follows:

20. Please note that 12 mobile homes are currently located within the mapped floodway associated with the East Branch of the Root River . . . staff recommends that all 12 mobile homes . . . be removed as soon as possible, but not later than . . . one year of the date of the subject Special Use Approval. Staff suggests . . . that all mobile homes located within the floodway be removed within one year.

The 3rd planning condition relating to the special use is as follows:

3. Pursuant to § 15-13.0100.6.1(2) which provides that existing legal nonconforming structures such as mobile homes may continue on condition that they are not modified beyond ordinary maintenance or stand unused for more than twelve (12) months, and cannot be replaced if more than 50% of the structure is destroyed, please contact the Inspection Services Department to arrange a process to provide them such data on an annual basis.

The 13th planning condition is as follows:

13. Staff recommends creation of registry of nonconforming buildings in the floodway as required by § 15-13.0100.6.1(2)(c) that includes evaluation of their current individual assessed value and tracks the cost of modifications until the 50% threshold is reached, at which time they must relocate.

These “conditions” and “recommendations” regarding the mobile home park are invalid and cannot be lawfully imposed. State law specifically protects nonconforming uses, and in particular protects mobile home communities.

The mobile home park at the referenced location is a nonconforming use which by state statute is allowed to continue to remain. Wis. Stat. § 62.23 (7)(h) provides:

(h) Nonconforming uses. The continued lawful use of a building, premises, structure, or fixture existing at the time of the adoption or amendment of a zoning ordinance may not be prohibited although the use does not conform with the provisions of the ordinance. . . .²

It is well established that “a nonconforming use existing at the time a zoning ordinance goes into effect cannot be prohibited or restricted by statute or ordinance, where it is a lawful business or use of property.” *Des Jardin v. Town of Greenfield*, 262 Wis. 43, 47, 53 N.W.2d 784 (1952). See also *Columbia County v. Bylewski*, 94 Wis. 2d 153, 169-170, 288 N.W.2d 129 (1980) (“It should be pointed out that the County did not have the authority to order the appellant to remove the old mobile home situated on the property when he purchased it because it was located on the property prior to the municipality's enactment of sec. 11.07 and thus was exempt from the ordinance restriction as a non-conforming use.”). The Supreme Court has concluded that even though no permits were issued, “[the owner’s] use of the property was a permissible use before the adoption of the zoning ordinance, and such use may be continued although it does not conform with the present provisions of the city ordinance.” *City of Franklin v. Gerovac*, 55 Wis. 2d 51, 55, 197 N.W.2d 772 (1972).

Should there be any doubt that the actual mobile home park is allowed to remain, state statutes provide additional protections for manufactured home communities. Wis. Stat. § 62.23(7)(ham) reads as follows:

Manufactured home communities. Notwithstanding par. (h), a manufactured home community licensed under s. 101.935 that is a legal nonconforming use continues to be a legal nonconforming use notwithstanding the occurrence of any of the following activities within the community:

1. Repair or replacement of homes.
2. Repair or replacement of infrastructure.³

² See Franklin Code § 15-3.1001, § 15-3.1004A

³ Wis. Stat. §101.91(2) defines “manufactured home” as follows: “Manufactured home” means any of the following:

Thus, the actual mobile home park use is protected by statute which specifically allows it to continue to be used, and to even be repaired and replaced. Accordingly, the 20th, 3rd and 13th conditions sought to be imposed are all unlawful and void. By statute, Franklin is precluded from imposing anything but reasonable conditions on this special use. see Wis. Stat. § 62.23(7)(de)2.b. These conditions and recommendations do not meet this threshold.

Unlawful Recommendations/Conditions Regarding Wells and Septic Systems

On the October 31, 2019 planning document, the 10th condition relating to the Land Use Permit requires wells and septic systems to be removed, and reads as follows:

10. [P]lease verify if any private wells or private septic systems are located within the floodway. If present, they must be removed or the requirements of Wisconsin Administrative Code NR 811 and NR 812 must be fully addressed.

Similarly, the 2nd condition on November 8, 2019 report concerning Land Use Permit reads as follows:

2 That the applicant shall verify if any private wells or private septic systems are located within the floodway. If so, the applicant shall properly abandon/remove such private wells and/or septic systems, or shall obtain all required permits and approvals for such private wells and /or septic systems, within six months of this conditional Land Use Permit approval.

This condition is also illegal. Wis. Stat. § 62.23(7)(ham), which protects the nonconforming use of a mobile home park also protects its infrastructure, such as wells and septic systems. The statute protects a legal nonconforming use manufactured home community notwithstanding the repair or replacement of infrastructure. This is to say that repairing wells and septic systems in a nonconforming mobile home park is absolutely allowed.

(am) A structure that is designed to be used as a dwelling with or without a permanent foundation and that is certified by the federal department of housing and urban development as complying with the standards established under 42 USC 5401 to 5425.

(c) A mobile home, unless a mobile home is specifically excluded under the applicable statute

This position is clear in Franklin's own Code which restricts only the installation of a new well or septic in a floodway, but does not prohibit existing systems. See Code §§ 15-3.1011 B 6 and 7:

6. No *new* private onsite wastewater treatment system (POWTS), or addition to an existing POWTS except where an addition has been ordered by a government agency to correct a hazard to public health, shall be allowed in the floodway. Any replacement, repair, or maintenance of a POWTS in the floodway shall meet all applicable City ordinances and Chapter Comm 83 of the Wisconsin Administrative Code. (Emphasis added).

7. No *new* well or modification to an existing well used to obtain water for ultimate human consumption shall be allowed in the floodway. Any replacement, repair, or maintenance of an existing well in the floodway shall meet all applicable requirements of City ordinances and Chapters NR 811 and 812 of the Wisconsin Administrative Code. (Emphasis added).

The Planning condition attempting to require elimination of existing wells or septic systems is unreasonable and void.

Finally, item 14 regarding the site plan calls for "creation of a conservation easement to protect the stream and related natural resources in perpetuity. . . ." Following the reasoning above, this condition goes well beyond the replacement bridge itself, the only matter at issue, and is therefore unlawful and void.

Very truly yours,

von BRIESEN & ROPER, s.c.

A handwritten signature in black ink, appearing to read "Alan Marcuvitz" followed by a stylized flourish and the letters "AK".

Alan H. Marcuvitz

cc: Jesse A. Wesolowski

AHM:ahr
33964401_1 DOCX



247 W Freshwater Way, Suite 410
Milwaukee, WI 53204
Tel 414 810 1245

August 30, 2019

Mr. Joel Dietl, AICP
Planning Manager
Department of City Development
City of Franklin
9229 W. Loomis Road
Franklin, Wisconsin 53132

sent via e-mail (jdietl@franklinwi.gov)

Ms. Michelle Hase, P.E.
Department of Water Management
Wisconsin Department of Natural Resources
141 NW Barstow St., Suite 180
Waukesha, WI 53188

sent via e-mail (michelle.hase@wi.gov)

RE: City of Franklin Special Use Permit Application Report for the Franklin Estates Mobile Home Park Bridge Replacement
WDNR Permit No. GP-SE-2019-41-00734
Army Corps Regulatory File No. 2018-03670-AIS

Dear Mr. Dietl and Ms. Hase,

This letter report accompanies a Special Use Permit Application for Franklin Estates, LLC's replacement of an existing bridge that carries West Westmoor Avenue over the East Branch of the Root River. The properties along West Westmoor Avenue at the project location are zoned R-8 Multiple Family Residence District and FW Floodway District. The City of Franklin allows bridges and approaches to be constructed in a Floodway District as a Special Use.

The results of a hydraulic analysis documented in this report found that the proposed culvert that replaces the existing failed bridge does not result in any increase in the base flood elevation either upstream or downstream of West Westmoor Avenue.

The Wisconsin Department of Natural Resources (WDNR) and U.S. Army Corps of Engineers have previously reviewed the proposed project and issued permits or letters of approval. A copy of this letter report is being provided to Michelle Hase at the WDNR per the request by the City of Franklin that she be kept up to date on the project progress.



247 W Freshwater Way, Suite 410
Milwaukee, WI 53204
Tel 414 810 1245

Please do not hesitate to reach out to Sarah Pasquesi at 414.810.1245 if you have any questions regarding this report.

Sincerely,

A handwritten signature in cursive script, reading "Carrie Bristoll-Groll".

Carrie Bristoll-Groll, P.E., CFM
Principal Civil Engineer

A handwritten signature in cursive script, reading "Sarah Pasquesi".

Sarah Pasquesi, P.E., CFM
Senior Project Engineer

Attachments:

- Attachment A – WDNR and Army Corps Permit Approval Letters
- Attachment B – Flood Insurance Rate Map FIRMette
- Attachment C – Proposed Culvert Replacement Plans
- Attachment D – Natural Resource Protection Plan
- Attachment E – HEC RAS Model Output
- Attachment F – Wetland Delineation Report

1 INTRODUCTION AND BACKGROUND

1.1 Introduction and Purpose

Stormwater Solutions Engineering, LLC (SSE) has been contracted by Franklin Mobile, LLC to submit the City of Franklin application for Special Use Permit for a proposed bridge replacement at the Franklin Estates Mobile Home property. This permit submittal includes our hydraulic analysis of the proposed bridge designed by Himalayan Consultants, LLC.

The existing bridge is in a progressive state of failure. As shown in the below photograph, a temporary timber mat access way has been installed to allow access to the residential homes on the west end of West Moorland Avenue. The proposed bridge would replace both the existing failed bridge and temporary timber mat and will not adversely affect the existing drainage way.

The properties along West Westmoor Avenue at the project location are zoned R-8 Multiple Family Residence District and FW Floodway District. A bridge or accessway installed in a FW Floodway District requires a Special Use permit in the City of Franklin.

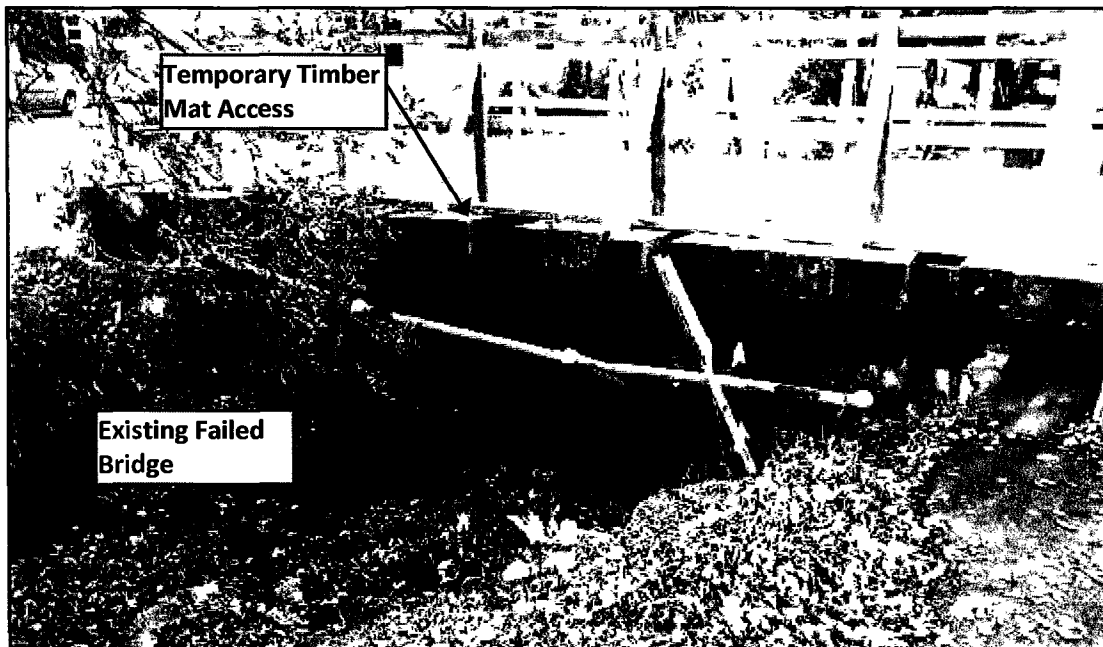


Figure 1: Existing Conditions

The proposed project is located in the City of Franklin, Milwaukee County, Wisconsin and found on the Greendale, WI quadrangle map at the northeast quarter of Section 01, Township 05 North, Range 21 East. The tax key number for the property is 714-9993-004 and the legal description of the property is as follows:

A location map for the project is provided in **Figure 2** below.



1.3 Existing Drainage Setting

An aerial photograph investigation shows that the mobile homes on the east end of West Westmoor Avenue have been in place since before 1955. Between 1955 and 1958, the bridge over the East Branch of the Root River was installed and mobile homes were constructed to the west end of West Westmoor Avenue. In 1958, the vast majority of the watershed both upstream and downstream of the West Westmoor Avenue bridge was farmland.

Today the watershed upstream of the proposed bridge replacement is approximately 2.5 square miles and consists primarily of quarter acre residential lots.

The existing bridge crosses the East Branch of the Root River in a studied floodplain Zone AE. A copy of the Flood Insurance Rate Map FIRMette at the location of the Franklin Estates Mobile Home Park is provided with this report as **Attachment B**.

1.4 Proposed Drainage System Overview

The proposed project replaces the existing bridge with a 48" x 76" horizontal elliptical reinforced concrete culvert with tapered end walls. The culvert invert is proposed to be partially buried below the bed elevation per DNR requirements. The road over the culvert will be crowned with a centerline elevation of 756.0.

The proposed bridge replacement will involve fill below the mean and ordinary high water mark (OHWM). Approval from the Army Corps of Engineers for this fill was obtained in a letter dated January 4, 2019 under the Transportation Regional General Permit (RGP) with a regulatory file number of 2018-03670-AIS. A Transportation RGP may be applied to the replacement of a previously authorized structure as long as there are only minor deviations to the configuration or filled area and any culvert extension does not include any slope or shoulder widening.

Permit approval has been previously obtained from WDNR on March 18, 2019. This permit is filed under number GP-SE-2019-41-00734 and expires in March of 2022. The proposed wetland impacts of 1,590 square feet are covered under a separate wetland docket number 00736.

Copies of all permit approval letters obtained for this project are included as **Attachment A** to this report.

2 SPECIAL USE STANDARDS AND REGULATIONS

The applicant for a special use permit must show compliance with the following general standards in order to be issued a permit. Below is a list of each standard from Part 3, Division 15-3.0700 of the City of Franklin Unified Development Ordinance followed by a response that addresses how the bridge replacement at Franklin Estates Mobile Park has addressed each of these standards.

1. Ordinance and Comprehensive Master Plan Purposes and Intent.

The proposed bridge replacement is designed in accordance with zoning regulations and meets the intent of the City of Franklin Comprehensive Master Plan.

The proposed bridge replacement in Franklin Estates meets the intent of the City of Franklin 2025 Master Plan by maintaining a safe and efficient transportation system within the City. This bridge is the only entrance and exit for more than two dozen homes on the west end of West Westmoor Avenue. These residents count on the proposed bridge to provide safe and efficient access in and out of their homes.

The 2025 Mater Plan also has a commitment to the protection of natural resources. The existing bridge is collapsing into the river. This not only causes a serious safety concern for residents, but if the bridge completely fails it becomes a potential restriction to the river flows. The proposed bridge will provide a similar flow capacity to the original bridge before it's failed state and preserves the base flow capacity of the east branch of the Root River.

2. No Undue Adverse Impact.

The proposed bridge will have a similar flow capacity to the existing bridge and does not result in any increase in base flood elevation upstream or downstream. The proposed bridge will improve access for pedestrians and vehicles by including shoulders and gently sloped terraced areas.

3. No Interference with Surrounding Development.

The project, as designed, will be constructed, arranged, and operated as to not dominate the immediate vicinity or to interfere with the use and development of neighboring property. The Contractor, by means and methods, is required to provide pedestrian access to the west half of the parcel throughout construction. The Contractor will only be allowed to close vehicular access to the west half of the parcel for a maximum of three (3) days to facilitate the cross-culvert installation.

4. Adequate Public Facilities.

The proposed bridge replacement will be served adequately by essential public facilities. If the existing bridge is not replaced, there will be no access to the west end of West Westmoor Avenue for public facilities or residents.

5. No Traffic Congestion.

The proposed bridge will preserve the existing traffic flows along West Westmoor Avenue and will not result in any kind of increase in vehicular traffic or traffic congestion. The proposed use and population density is to remain consistent with existing conditions.

6. No Destruction of Significant Features.

A wetland delineation completed as part of this project shows wetland vegetation within the banks of the East Branch of the Root River. These wetlands will be disturbed only as necessary to complete the replacement of the existing bridge. Due to the proposed culvert being partially buried, over time sediment will be allowed to accumulate in the culvert and riprap areas, thus restoring the creek bed to a natural state.

7. Compliance with Standards.

The existing mobile homes at Franklin Estates have been in place since 1958 and pre-date the City's delineation of the FW Floodway District. The installation of a culvert within a waterway lying in a Floodway District (FW) is a permitted special use per §15-3.0604B.1.c. as long as it does not cause a rise in flood elevations by more than 0.01 feet either upstream or downstream. The proposed bridge will not cause an increase in flood elevations per the hydraulic analysis discussed in Section 3 of this report.

The Plan Commission and Common Council also consider the following in their review of a Special Use Permit: Public Benefit, Alternative Locations, Mitigation of Adverse Impacts, and Establishment of Precedent. Below are responses that address how the bridge replacement at Franklin Estates Mobile Park has addressed each of these four considerations.

1. **Public Benefit:** From the Unified Development Ordinance Public Benefit considers "Whether and to what extent the proposed use and development at the particular location requested is necessary or desirable to provide a service or a facility that is in the interest of the public convenience or that will contribute to the general welfare of the neighborhood or community."

Response: The failed bridge replacement is necessary to provide permanent access for the residents west of the East Branch of Root River to public facilities.

2. **Alternative Locations:** From the Unified Development Ordinance Alternative Locations considers "Whether and to what extent such public goals can be met by the location of the proposed use and development at some other site or in some other area that may be more appropriate than the proposed site."

Response: A list of alternatives investigated for this project in addition to the proposed plans are included below with a description of why they are not feasible.

- 1) Relocation of the bridge along West Westmoor Avenue: Relocating this bridge would require re-routing the East Branch of the Root River. Altering the river in this way would result in additional river bends. These river bends would need to be protected with hard armor as

erosion is frequently accelerated at the bend in a river. Even with armoring, it is possible that once moved, the river would attempt to erode back to its original configuration.

2) Removing the Bridge: Eliminating the bridge entirely would result in loss of access to the homes on the West end of West Westmoor Avenue.

3) Removing the Bridge and constructing a new road to provide access to the west end of West Westmoor Ave: A new north-south road could connect West College Avenue to the west end of West Westmoor Avenue thus eliminating the need for a bridge, but a road in this location would impact the floodplain for the Unnamed Tributary No. 1 to the East Branch Root River and likewise require a special use permit from the City of Franklin.

4) Increasing the height of West Westmoor Ave to bring it out of the FW Floodway District: Increasing the height of the road to bring the bridge out of the Floodway District would create a restriction in the floodway which in turn would form a pool upstream of the bridge. This pool has the potential to increase the flood risk for the single family homes upstream of Franklin Estates. To prevent a restriction, the bridge needs to increase in width which will require relocating the homes adjacent to the bridge, or the bridge needs to overtop as it currently does. It is unknown if there are empty R-8 Multiple Family Residence District zones in the vicinity of Franklin Estates to accommodate the relocation of the 10-12 homes currently within the FW Floodway District.

3. **Mitigation of Adverse Impacts:** From the Unified Development Ordinance Mitigation of Adverse Impacts considers "Whether and to what extent all steps possible have been taken to minimize any adverse effects of the proposed use and development on the immediate vicinity through building design, site design, landscaping, and screening."

The proposed project will impact existing wetlands only as necessary to complete the installation of the proposed culvert. The proposed culvert does not increase the base flood elevations upstream or downstream. During construction the Contractor will be required to provide pedestrian access to the west half of West Westmoor Avenue. The Contractor will only be allowed to close vehicular access to the west for a maximum of three (3) days to facilitate the cross-culvert installation. The proposed culvert will improve the access from the existing bridge by providing shoulders and gently sloped terraced areas.

4. **Establishment of Precedent:** From the Unified Development Ordinance Establishment of Precedent of Incompatible Uses in the Surrounding Area considers "Whether the use will establish a precedent of, or encourage, more intensive or incompatible uses in the surrounding area."

The installation of a culvert within a waterway lying in a FW Floodway District is a permissible special use per §15-3.0604B.1.c. An incompatible use standard is not being set.

3 HYDRAULIC ANALYSIS

An existing hydraulic model (FAD ID 11106) is available for the project area approved by WDNR and FEMA in July of 1981. The HEC-2 input for this effective model was obtained from the WDNR library and imported into the U.S. Army Corps of Engineer's Hydrologic Engineering Center's River Analysis System (HEC-RAS) software version 5.0.7.

The model consists of the entire East Branch of the Root River. The downstream ends at the confluence with the Root River and the upstream limit of the model ends approximately 520 feet upstream of the proposed bridge replacement at a location just upstream of the bridge at W College Ave.

3.1 Corrected Effective Model

Updates to the imported effective model needed to be made before analyzing the impact of the proposed reconstructed bridge. These updates included adjustments to the HEC-2 imported bridges, additional cross sections added upstream and downstream of the bridge over West Westmoor Avenue, and adjustments to the cross sections near West Westmoor Avenue to reflect recent survey data collected in the project area.

It is not uncommon for HEC-2 input to need post processing once it has been imported into HEC-RAS. Some additional functionality available to HEC-RAS requires the user to carefully review all bridge data to confirm if information needs to be modified or added. Six bridges are included in the East Branch of the Root River model. Three of the six bridges needed the geometry of the bottom chord of the bridge adjusted to properly reflect the opening area and bridge width defined in HEC-2. These bridges included South 51st Street bridge over the East Branch of the Root River, West Rawson Avenue bridge over the East Branch of the Root River, and West Westmoor Avenue over the East Branch of the Root River.

Because the existing bridge is in a failed state, and the temporary bridge had already been installed at the time of the survey, the geometry of the existing bridge from the effective model has been preserved with only minor post-processing to the low chord necessary due to the HEC-2 to HEC-RAS conversion. The elevations of the channel bottom for the cross sections at the upstream and downstream face of the bridge have been updated to reflect recent survey data.

An approach cross section 20 feet upstream of the bridge face and a cross section 20 feet downstream of the bridge face have been added to the model with elevations that reflect the survey data collected for the bridge replacement. The HEC-RAS stations for these new cross sections are 67.5 and 65.5.

It was found that all of the cross sections imported from the HEC-2 model contained contraction and expansion coefficients of 0.3 and 0.5. These values are typically only used for cross sections near a bridge. Cross section with gradual transitions were corrected to have contraction and expansion coefficients of 0.1 and 0.3 respectively.

The model flows remain unchanged from the flows imported from the HEC-2 model. From the Flood Insurance Study (FIS) Report for Milwaukee County:

Table 1: Summary of Discharges (cfs)

Location	10-Percent Annual Chance	2-Percent Annual Chance	1-Percent Annual Chance	0.2-Percent Annual Chance
About 630 Feet Upstream of the Root River East Branch Root River	490	800	940	1350
About 300 Feet Upstream of W. Rawson Ave Fish Creek	440	720	850	1200

The HEC-RAS output table for the Corrected Effective Model is provided in **Attachment E** to this report. The results of the Corrected Effective model for the 100-year storm event are compared to the values documented in the FIS for the area in the vicinity of the bridge over West Westmoor Ave. in **Table 2**.

3.2 Proposed Drainage System

The existing bridge is proposed to be replaced by a 48" x 76" elliptical culvert buried 1.7 feet below the natural stream bed. The road over the culvert will be crowned with a top elevation 756.0. This top elevation is consistent with the existing elevations provided in the HEC-RAS model which indicates a top of the bridge elevation between 755.66 and 756.01. The details for the proposed bridge replacement are available in the proposed plan set provided in **Attachment C** to this report.

The previous section discussed the addition of an approach section located 20 feet upstream of the face of the existing bridge and another new section added 20 feet downstream of the downstream face of the existing bridge. For the proposed model, these two cross section channel geometries were edited to reflect the proposed contours as shown in the proposed plan set.

The bridge opening under West Westmoor Avenue was removed from the model and replaced by an elliptical culvert 48" x 76". An entrance loss of 0.2 was applied for parallel wingwalls with tapered inlet. A manning's roughness of 0.013 represented the concrete culvert. A manning's roughness of 0.035 was applied to the bottom of the culvert to represent the natural streambed due to the culvert being buried. This roughness matches the manning's number used for the cross sections upstream and downstream of the bridge which also indicate a roughness of 0.035 for the channel bottom

The corrected effective model included cross sections at the upstream and downstream face of the existing bridge. Because the proposed culvert is 31.8 feet long while the existing bridge is approximately 16 feet wide, the proposed culvert will extend into these two cross sections. For the proposed model, these cross sections were deleted and the proposed culvert section is left to cover these stations. Cross section 67.5 and 65.5 added to be 20 feet upstream and downstream of the existing bridge are outside of the limits of the proposed culvert and thus describe the change in water surface immediately upstream and downstream.

The City of Franklin's Unified Development Ordinance (UDO) Floodplain Zoning Ordinance requires that a proposed project in the FW Floodway District not increase flood elevations upstream or downstream by 0.01 foot or more. **Table 2** provides a comparison of peak water surface elevations for the 1% annual chance flood and illustrates that the proposed bridge replacement does not result in any increase in flood elevations for cross sections upstream or downstream therefore meeting the City of Franklin's requirement.

Table 2: Peak Water Surface Elevation Summary for the 1% Annual Chance Flood

TABLE VOID

FIS Cross Section Designation	Distance* (ft)	Distance* (mi)	HEC-RAS River Station	Effective W.S. Elev ¹ (ft)	Corrected Effective W.S. Elev ² (ft)	Δ^{2-1} (ft)	Proposed W.S. Elev ³ (ft)	Δ^{3-2} (ft)
	25951	4.92	71		761.69		761.69	0.00
Bridge over W College Ave			70.5					
BJ	25925	4.91	70	760.60	760.51	-0.09	760.51	0.00
BI	25714	4.87	69	760.40	760.16	-0.24	760.16	0.00
BH	25608	4.85	68	758.30	759.51	1.21	759.49	-0.02
	25370	4.81	67.5		757.89		757.85	-0.04
	25370	4.81	67		757.74			
Bridge over W Westmoor Ave			66.5					
BG	25344	4.80	66	757.50	757.73	0.23		
	25344	4.80	65.5		757.24		757.25	0.01
BF	25238	4.78	65	757.00	757.11	0.11	757.11	0.00
BE	24763	4.69	64	753.90	753.86	-0.04	753.86	0.00
BD	24235	4.59	63	751.70	751.75	0.05	751.75	0.00
BC	23654	4.48	62	751.60	751.63	0.03	751.63	0.00
BB	23179	4.39	61	751.30	751.36	0.06	751.36	0.00
BA	22757	4.31	60	751.50	750.55	-0.95	750.55	0.00
AZ	22334	4.23	59	749.90	749.99	0.09	749.99	0.00
AY	22018	4.17	58	749.40	749.46	0.06	749.46	0.00
AX	21490	4.07	57	748.30	748.37	0.07	748.37	0.00
AW	20962	3.97	56	747.20	747.25	0.05	747.25	0.00
AV	20592	3.90	55	746.50	746.42	-0.08	746.42	0.00
AU	20222	3.83	54	746.30	746.21	-0.09	746.21	0.00
AT	19694	3.73	53	746.20	746.05	-0.15	746.05	0.00
AS	19615	3.72	52	745.90	745.97	0.07	745.97	0.00
Bridge over W Rawson Ave			51.5					

* Distance is measured in feet or miles upstream of the confluence with the Root River

11/12/2019 HEC RAS model was revised based on input from the WDNR and the revised output is available in the Attachment to this letter and supercedes the above table.

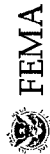
4 CONCLUSIONS

Franklin Estates, LLC proposes to replace an existing failed bridge over the East Branch of the Root River with a 40"x76" elliptical culvert under West Westmoor Avenue. The existing bridge is the only entrance and exit for residents who live on the west end of West Westmoor Avenue and the proposed culvert will allow for safe access for residents and any essential public utilities. The proposed bridge replacement does not cause any increase in the base flood elevation either upstream or downstream of the bridge and complies with the City of Franklin standards for Special Use permit.

ATTACHMENT B

Flood Insurance Rate Map FIRMette

National Flood Hazard Layer FIRMette



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS	Without Base Flood Elevation (BFE) <i>Zone AE, AH, VE, AR</i> With BFE or Depth <i>Zone AE, AH, VE, AR</i> Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD	0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile <i>Zone X</i> Future Conditions 1% Annual Chance Flood Hazard <i>Zone X</i> Area with Reduced Flood Risk due to Levee. See Notes. <i>Zone X</i> Area with Flood Risk due to Levee <i>Zone D</i>
OTHER AREAS	Area of Minimal Flood Hazard <i>Zone X</i> Effective LOMRs Area of Undetermined Flood Hazard <i>Zone D</i>
GENERAL STRUCTURES	Channel, Culvert, or Storm Sewer Levee, Dike, or Floodwall
OTHER FEATURES	Cross Sections with 1% Annual Chance Water Surface Elevation Coastal Transect Base Flood Elevation Line (BFE) Limit of Study Jurisdiction Boundary Coastal Transect Baseline Profile Baseline Hydrographic Feature
MAP PANELS	Digital Data Available No Digital Data Available Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 8/28/2019 at 2:13:04 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

ATTACHMENT C

Proposed Culvert Replacement Plans



Himalayan
Consultants, LLC
Engineers and Planners, Inc.

Maas Engineering, LLC
Civil Engineers, Surveyors, and Planners

FRANKLIN MOBILE ESTATES
6361 S 27TH STREET
FANKLIN WA

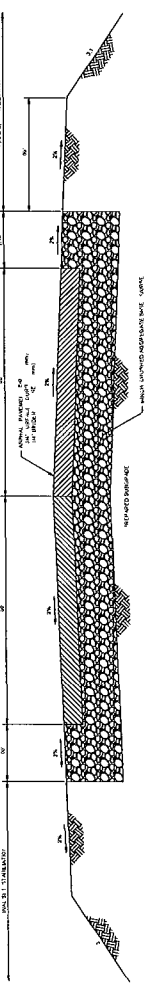
CULVERT PLAN DETAILS

DATE: 10/15/2018
JOB NO.: 18056.029
DESIGNED BY: MAB
CHECKED BY: DMB
SHEET NUMBER: C1.1

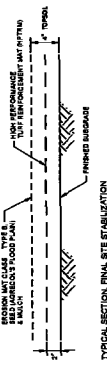
9:00 PM 10/15/2018 18056.029 HIMALAYAN CONSULTANTS, LLC

EXISTING CONDITIONS					PROPOSED CONDITIONS				
River Station (RS)	Stream Event	Flow (cfs)	Water Surface Elevation (ft)	Channel Velocity (ft/s)	River Station (RS)	Stream Event	Flow (cfs)	Water Surface Elevation (ft)	Channel Velocity (ft/s)
65	10-year (PF 1)	445	756.40	3.01	65	10-year (PF 1)	445	756.43	3.01
	50-year (PF 2)	720	758.63	3.29		50-year (PF 2)	720	758.53	3.29
	100-year (PF 3)	850	757.13	3.35		100-year (PF 3)	850	757.13	3.35
	500-year (PF 4)	1200	757.07	3.31		500-year (PF 4)	1200	757.07	3.31
66	10-year (PF 1)	445	758.60	3.78	66	10-year (PF 1)	445	758.62	3.78
	50-year (PF 2)	720	757.14	4.29		50-year (PF 2)	720	757.14	4.29
	100-year (PF 3)	850	752.54	4.45		100-year (PF 3)	850	752.54	4.45
	500-year (PF 4)	1200	757.75	4.65		500-year (PF 4)	1200	757.75	4.65
68.5	Bridge				68.5	Culvert			
67	10-year (PF 1)	445	756.89	3.13	67	10-year (PF 1)	445	756.82	3.13
	50-year (PF 2)	720	757.20	4.2		50-year (PF 2)	720	757.20	4.2
	100-year (PF 3)	850	757.58	4.32		100-year (PF 3)	850	757.58	4.32
	500-year (PF 4)	1200	757.82	4.75		500-year (PF 4)	1200	757.82	4.75
68	10-year (PF 1)	445	757.75	3.78	68	10-year (PF 1)	445	757.75	3.78
	50-year (PF 2)	720	758.25	5.70		50-year (PF 2)	720	758.25	5.70
	100-year (PF 3)	850	758.48	5.88		100-year (PF 3)	850	758.48	5.88
	500-year (PF 4)	1200	758.86	5.95		500-year (PF 4)	1200	758.86	5.95

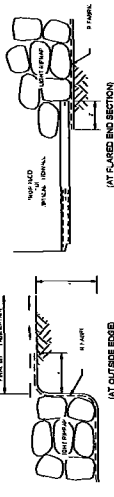
HYDRAULIC SUMMARY



TYPICAL ROADWAY SECTION OVER CREEK



TYPICAL SECTION FINAL SITE ELEVATION



ENDWALL OUTLET PROTECTION

Category	Item	Quantity	Unit
Miscellaneous	Installation - Culmination	1	LS
	Cleaning & Grubbing	1	LS
	Structure Removal	1	LS
Earthworks	Rough Grading	1	LS
	Final Grading	1	LS
Retaining	Asphalt Pavement, EOL 3		
	Bottom Course (125 mm)	14	CY
	Base Course (15 mm)	18	CY
	Crushed Aggregate Base Course	62	CY
	Gravel Shoulder	4	CY
Stream Work	48" 12" RCP	40	LF
	48" 12" RCP - Blended Endwall of Culmination	2	EA
	Culmination - Bridge	1	EA
Bridge Detail	Collection & Bypass Pumps	1	LS
	Best Management Practices (i.e. Silt Fence, Trussing, etc.)		
	Light Rump	12	CY
	Type R Pave	44	BT
	Final Site Stabilization	134	BT

THE MISCELLANEOUS QUANTITIES SHOWN IN THE TABLE ABOVE ARE FOR REFERENCE ONLY AND NOT FOR BIDDING. CONTRACTOR SHALL SUBMIT ALL QUANTITIES.

MISCELLANEOUS QUANTITIES

ATTACHMENT D

Natural Resource Protection Plan

City of Franklin Department of City Development

Date: October 31, 2019
To: David Steinberger, Franklin Mobile LLC / Franklin Mobile Home Park
From: Department of City Development
RE: Franklin Mobile Estates Special Use and Land Use Permit – Staff Comments

Please be advised that City Staff has reviewed the above application for property located at 6361 S. 27th St. Department comments are as follows for the Special Use and Land Use Permit date-stamped by the City of Franklin on September 20, 2019.

Unified Development Ordinance (UDO) Requirements

Special Use

Bridges and approaches in the § 15-3.0319: FW Floodway District, are a Special Use under § 15-3.0604.B.1. (See also § 15-13.0100: Floodplain Zoning Ordinance and § 15-9.0103 Applications for Special Use Permit.)

1. Please note that § 15-3.0319.E prohibits mobile homes in FW zoning.
Response: Noted. No mobile homes are being proposed as part of this project. The existing mobile homes adjacent to the proposed project have been in place since before the ratification of the City's Floodplain Zoning regulations in 1968.
2. Pursuant to § 15-3.0604.B.1, please verify that the proposed culvert and bridge will not cause ponding.
Response: A hydraulic analysis for the East Branch of the Root River was completed by SSE to show that the proposed culvert does not cause ponding and does not result in an increase in the flood stage from the existing bridge at this location. The results of this analysis were provided in the permit application submitted to the City of Franklin dated August 30, 2019 and discussed in detail in Section 3 of the permit application report. The model was reviewed for compliance with NR116 by Michelle Hase at the WDNR who subsequently approved it in a letter sent via e-mail to Joel Dietl on September 27, 2019
3. Pursuant to § 15-13.0100.6.1(2) which provides that existing legal nonconforming structures such as mobile homes may continue on condition that they are not modified beyond ordinary maintenance or stand unused for more than twelve (12) months, and cannot be replaced if more than 50% of the structure is destroyed, please contact the Inspection Services Department to arrange a process to provide them such data on an annual basis.
Response: Property owner's legal counsel to address.

Special Use Standards and Regulations Questionnaire Comments, per 15-3.0701.C:

4. § 15-3.0701.A.6 Please clarify that the proposed use will also impact wetland, floodway, shoreland, and stream. List the features being impacted by work.

Response: *As defined in the City of Franklin UDO, the proposed bridge replacement at Franklin Estates will impact Streams, Floodplains/Floodways, Shore Buffer, Wetlands, and Wetland Buffer. The proposed bridge replacement at Franklin Estates will not impact steep slopes, woodlands, forests, lakes, or ponds*

5. § 15-3.0701.C.3 Please clarify that mitigation for the impacts associated with construction of the proposed culvert is not being proposed.

Response: *0.011 acres of stream bank and 0.004 acres of wetland will be permanently impacted by the proposed bridge replacement. No mitigation is being proposed, however, all areas disturbed as part of the bridge replacement are proposed to be restored with deep-rooted native vegetation that will enhance the existing streambank conditions.*

Site Plan

Site Plans are reviewed pursuant to Division 15-7.0100.

6. § 15-7.0102.E and F require safe facilities for pedestrian traffic. Staff recommends the addition of railings, and suggests paved and striped shoulders.

Response: *Two-foot gravel shoulders will improve pedestrian access across the bridge from the existing conditions. The bridge serves approximately 25 residential homes where pedestrian and vehicular traffic across the bridge will be minimal and paved or striped shoulders is not required. There is a 4-foot wide vegetated buffer between the gravel shoulder and the culvert apron that will provide for pedestrian safety without requiring the installation of a railing.*

7. Pursuant to § 15-7.0102.G, and § 15-7.0103.Q, Site plans must meet the requirements of § 15-4.0100: Natural Resource Protection Standards, and § 15-7.0201: Natural Resource Protection Plan (NRPP) Requirements.

- a. Clearly illustrate and enumerate all natural resource features per § 15-4.0102: Natural Resource Features Determination

- i. Pursuant to § 15-4.0102.D and § 15-7.0201.I, please provide complete written narrative, and illustrated information about the stream according to the standards laid out in § 15-4.0102.D.1 through D.3.

Response: *Section 15-4.0102 D. 1-3 defines three methods used to define the “channel” and “stream”. The first method, topographic survey, is the preferred method. The surveyed topography of the stream is shown on both the proposed plans and on the Natural Resources Protection Plan provided with our original application. The survey is illustrated at a one-foot contour interval exceeding the minimum two-foot interval requirement. This survey is used to define the location of the stream for the purposes of this project.*

Section 15-7-0201 lists Natural Resource Protection Plan Requirements. We have provided a NRPP with our original permit submittal and a revised plan with our current submittal. If the Zoning Administrator finds any issues with the NRPP as provided, please indicate what we should revise and resubmit.

- ii. Pursuant to § 15-4.0102.F and § 15-7.0201.I, please provide written narrative, and illustrated information about the floodplain and floodway boundary.

Response: *Section 15-4.0102 F defines floodplains and floodways. While we do not have a copy of the City of Franklin's "Official Zoning Map", per the FEMA FIRM of this location it is clear that the entirety of the proposed project is within the regulatory floodway. The FEMA FIRM at this location is provided as an attachment to the report included with the original permit application.*

Section 15-7-0201 lists Natural Resource Protection Plan Requirements. We have provided a NRPP with our original permit submittal and a revised plan with our current submittal. If the Zoning Administrator finds any issues with the NRPP as provided, please indicate what we should revise and resubmit.

- iii. Pursuant to § 15-7.0201.I, illustrate and enumerate the wetland, wetland setback, and areas of disturbance,

Response: *Section 15-7-0201 lists Natural Resource Protection Plan Requirements. We have provided a NRPP with our original permit submittal that illustrated and enumerated the wetland, wetland setback, and areas of disturbance. A revised NRPP is provided with this response that includes the total impact to each natural resource in a table format at the request of the City Zoning Department.*

- iv. Pursuant to § 15-4.0102.K and § 15-7.0201.J, provide written narrative, and illustrated information about natural resources to be disturbed. If a category of natural resource is not present, please note that.

Response: *Section 15-4.0102 lists the following natural resource features.*

- *Steep Slopes*
- *Woodlands & Forests: Mature, Young*
- *Lakes & Ponds*
- *Streams*
- *Shore Buffers*
- *Floodplains/Flood-ways*
- *Wetlands & Shoreland Wetlands*
- *Wetland Buffers*

The total area disturbed as part of the proposed construction is 0.09 acres. The proposed bridge replacement at Franklin Estates Mobile Home Park impacts the following resources:

- *Streams* The bridge replacement will impact 0.01 acres of stream which will be restored with a natural stream bottom per the proposed project plans.
- *Floodplains/Floodways* 0.09 acres of regulatory floodway will be disturbed as shown on the Natural Resources Protection Plan for this project
- *Shore Buffers*. 0.09 acres will be disturbed as shown on the Natural Resources Protection Plan for this project
- *Wetlands*: 0.02 acres will be disturbed as shown on the Natural Resources Protection Plan for this project
- *Wetland Buffer*. 0.06 acres will be disturbed as shown on the Natural Resources Protection Plan for this project
- *Wetland Setback*. 0.01 acres will be disturbed as shown on the Natural Resources Protection Plan for this project

The following natural resources do not exist within the project area:

- *Steep slopes,*
- *woodlands & Forests,*
- *Lakes & Ponds*

Section 15-7-0201 lists Natural Resource Protection Plan Requirements. We have provided a NRPP with our original permit submittal and a revised plan with our current submittal that includes the area of impact to each natural resource feature in a table format as requested.

Pursuant to § 15-4.0102. K and § 15-7.0201.J, provide written narrative, and illustrated information about natural resources to be permanently removed. If a category of natural resource is not present, please note that.

Response: 0.01 acres of stream bank will be permanently removed as part of this project due to the replacement of the bridge with a culvert. 0.004 acres of wetland equal to 187 square feet will be permanently disturbed due to the proposed culvert extending beyond the limits of the existing bridge in order to accommodate wingwalls which are recommended for improved hydraulic conditions and the sloping buffer between the edge of the pedestrian path and the beginning of the headwall.

The following natural resources within the project area are not being permanently removed:

- *0.09 acres Floodplain/Floodway*
- *0.09 acres Shore Buffer*
- *0.06 acres Wetland Buffer*
- *0.01 acres Wetland Setback*
- *0.015 acres Wetland*
- *0.02 acres Stream*

The following natural resources are not present within the project area:

- *Steep slopes,*
- *woodlands & Forests,*

- *Lakes & Ponds*

- v Pursuant to § 15-4.0102. K and § 15-7.0201.J, provide written narrative, and illustrated information about natural resources to be preserved. If a category of natural resource is not present, please note that.

The following natural resources within the project area will be restored:

- *0.09 acres Floodplain/Floodway*
- *0.09 acres Shore Buffer*
- *0.06 acres Wetland Buffer*
- *0.01 acres Wetland Setback*
- *0.015 acres Wetland*
- *0.02 acres Stream*

The following natural resources are not present within the project area:

- *Steep slopes,*
- *woodlands & Forests,*
- *Lakes & Ponds*

8. Show the location of any pedestrian sidewalks and walkways, as required by § 15-7.0103.T.

Response: The location of pavement is shown on the project plans which encompasses any pedestrian walkways. The location of the pedestrian walkways associated with the proposed bridge reconstruction are shown on the plans.

Land Use Permit

9. Pursuant to Sections 15-13.0100.2.3 and 3.2(c) of the Floodplain Ordinance, and at the request of the Wisconsin Department of Natural Resources, the Department of City Development has contacted the Federal Emergency Management Agency (FEMA) to determine if any other permits or approvals (i.e. a Letter of Map Revision) are required for the subject project.

Response: Noted.

10. Pursuant to Sections 15-13.01003.4 and 7.1(2)(b) of the Floodplain Ordinance, please verify if any private wells or private septic systems are located within the floodway. If present, they must be removed, or the requirements of Wisconsin Administrative Code NR 811 and NR 812 must be fully addressed.

Response: Property owner's legal counsel to address

11. Pursuant to Section 15-13-01007.1(2)(b) of the Floodplain Ordinance, please provide the location of the floodplain and floodway limits on the site plan.

Response: The floodplain and floodway limits are shown on the Natural Resources Protection Plan provided with this document.

Additional Planning Department Comments

Special Use

12. Staff recommends restoration of all natural plantings in and around the disturbed area with appropriate native plants to prevent erosion and invasive species.

Response: The updated construction plans indicate that all areas disturbed as part of the bridge replacement will be seeded with a floodplain seed mix from Agracol Native Plant and Seed Nursery. The Agracol Floodplain mix provides for natural flood and erosion control while supporting fish and wildlife habitat.

13. Staff recommends creation of registry of nonconforming buildings in the floodway as required by § 15-13.0100.6.1(2)(c) that includes evaluation of their current individual assessed value and tracks the cost of modifications until the 50% threshold is reached, at which time they must relocate.

Response: Property owner's legal counsel to address.

Site Plan

14. Staff suggests creation of a conservation easement to protect the stream and related natural resources in perpetuity, pursuant to § 15-7.0103.X.

Response: Property owner's legal counsel to address.

15. Pursuant to Sections 15-7.0102E., and F., staff recommends that a sidewalk (or striped crosswalk) with a railing be placed along the bridge to provide a safe and convenient crossing for pedestrians. Staff further recommends that the railing be an open railing so as not to impede floodwaters.

Response: Two-foot gravel shoulders will improve pedestrian access across the bridge from the existing conditions. The bridge serves approximately 25 residential homes where pedestrian and vehicular traffic across the bridge will be minimal and paved or striped shoulders is not required. There is a 4-foot wide vegetated buffer between the gravel shoulder and the culvert apron that will provide for pedestrian safety without requiring the installation of a railing.

Natural Resource Protection Plan

16. Staff recommends that the NRPP Map should extend to the north and south property lines.

Response: The proposed project is for a bridge reconstruction and proposes to impact 0.9 acres. The complete parcel is approximately 7 acres. A map equal zoomed out to the extents of the entire parcel would not be capable of showing the nuance in areas of impact that is required to be illustrated on the NRPP Map as required by the City of Franklin.

17. Staff recommends the NRPP Map include a table of natural resource features and their area.

Response: A table of natural resources features and the area impacted by the proposed bridge reconstruction is included on the updated Natural Resources Protection Plan provided with this document.

18. Pursuant to § 15-4.0103.B.4, § 15-4.0103.B.5, and § 15-4.0103.B.6, staff suggests mitigation of disturbed and destroyed natural features. Please describe the proposed mitigation, including a maintenance plan.

Response: The proposed bridge reconstruction project is not proposing mitigation for the 0.004 acres of wetlands that will be permanently impacted due to the increased width of the bridge crossing. The project will enhance the existing stream bank by seeding all disturbed areas with a deep-rooted native seed mix.

19. Please correct the collation error in Attachment A.

Response: Titles have been added to the pages in Attachment A to clarify which pages belong with which permit.

20. Please note that 12 mobile homes are currently located within the mapped floodway associated with the East Branch of the Root River. Although mobile homes have been present in this area since the 1950's, the City's Floodplain Zoning regulations which were first established by Ordinance No. 221 and adopted by the City of Franklin on February 6, 1968, do not allow such structures within the floodplain/floodway. Furthermore, since February 6, 1968, 12 mobile homes have/have not received any Building Permit approvals to be allowed within the floodway. In addition, should structures be allowed within a floodway, certain Building Code provisions and Floodplain Zoning regulations would apply.

- a. Therefore, pursuant to Sections 15-3.0701D., staff recommends that all 12 mobile homes which were placed within the floodway after February 6, 1968 without all proper permits and approvals be removed as soon as possible, but no later than from one year of the date of the subject Special Use approval. Staff suggests for resident safety purposes, that all mobile homes located within the floodway be removed within one year.

Response: Property owner's legal counsel to address.

Engineering Department Comments

Engineering investigated the structural stability of the proposed culvert and determined that it was sound.

Engineering requests that the applicant provide a brief opinion on why the structure does not impede drainage, ponding etc.

Response: A hydraulic analysis for the East Branch of the Root River was completed by SSE to show that the proposed culvert does not cause ponding and does not result in an increase in the

flood stage from the existing bridge at this location. The results of this analysis were provided in the permit application submitted to the City of Franklin dated August 30, 2019 and discussed in detail in Section 3 of the permit application report. The model was reviewed for compliance with NR116 by Michelle Hase at the WDNR who subsequently approved it in a letter sent via e-mail to Joel Dietl on September 27, 2019.

Inspection Services Department Comments

Since we have little knowledge of how the actual foundations and anchoring systems were constructed for the Franklin Mobile Home Park mobile homes, it is difficult to comment on actual conditions. However, due to the age of the buildings and knowing that codes and standards change all the time, I would have concerns for the buildings located in the floodway. Current code would require that the structural system of these dwellings are designed, connected and anchored to resist flotation, collapse or permanent lateral movement due to structural loads and stresses at the base flood elevation. There are other provisions in the code designed to protect the electrical and mechanical systems serving the dwellings. Without a thorough engineering analysis of each dwellings in the floodway, it would be difficult to make any assumptions at this point.

Fire Department Comments

The fire department recommends expeditious approval. Regardless of the permitting and property history, the bridge is now vital to the more than 25 mobile homes to the west of the bridge. Relocating those structures does not appear to be a viable option, and the bridge is provides critical fire and EMS access to those residents.

Health Department Comments

I spoke with some of our more veteran staff and none of them could remember any flooding scenarios in the Franklin Mobile Estates area in the last 10+ years. However from a Health concern, any flooding in that area could pose a potential problem to any private wells with a number of different contaminants that could pose a health risk. Water from flooded wells cannot be considered safe for drinking or food preparation until the well and plumbing system have been flushed and disinfected. Flood water itself can cause a health threat as well because it can contain anything from downed power lines to human waste, to animals, or other hazardous chemical or waste. Homes in or near a floodway are in danger of both of these situations if a flood were to occur.

From an injury prevention standpoint, the current state of the bridge in question looks very questionable and we would recommend as little travel as possible over it until it can be deemed structurally sound.

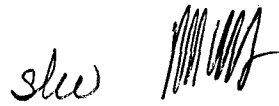
Flood Plain

Flood plains provide natural flood and erosion control on our waterways while supporting fish and wildlife habitat. This seed mix is perfect for establishing native vegetation in low-lying areas that are adjacent to rivers and streams. These sites are prone to seasonal flooding but are typically dry throughout most of the year. This mix does best in sites with full sun to partial shade.

#FLPL Wet/Mesic to Mesic Full Sun to Part Sun 8.00 PLS/BS/Acre 82.00 Seeds/Sq. Ft

Wildflowers		Oz/Acre
<i>Alisma subcordatum</i>	Mud Plantain	1.00
<i>Asclepias incarnata</i>	Marsh (Red) Milkweed	3.00
<i>Aster novae-angliae</i>	New England Aster	1.00
<i>Aster puniceus</i>	Swamp Aster	1.00
<i>Eupatorium maculatum</i>	Spotted Joe Pye Weed	1.00
<i>Eupatorium perfoliatum</i>	Boneset	0.50
<i>Helenium autumnale</i>	Sneezeweed	0.30
<i>Helianthus grosseserratus</i>	Sawtooth Sunflower	0.50
<i>Liatris spicata</i>	Marsh Blazing Star	3.00
<i>Lobelia cardinalis</i>	Cardinal Flower	0.30
<i>Lobelia siphilitica</i>	Great Blue Lobelia	0.35
<i>Pycnanthemum virginianum</i>	Mountain Mint	0.50
<i>Rudbeckia laciniata</i>	Wild Golden Glow	3.00
<i>Silphium perfoliatum</i>	Cup Plant	4.00
<i>Solidago riddellii</i>	Riddell's Goldenrod	4.00
<i>Verbena hastata</i>	Blue Vervain	2.00
<i>Vernonia fasciculata</i>	Ironweed	4.00
<i>Zizia aurea</i>	Golden Alexanders	4.00
Grasses, Sedges, & Rushes		Oz/Acre
<i>Bromus ciliatus</i>	Fringed Brome	24.00
<i>Carex vulpinoidea</i>	Brown Fox Sedge	4.00
<i>Elymus riparius</i>	River Bank Wild Rye	30.00
<i>Elymus virginicus</i>	Virginia Wild Rye	24.00
<i>Glyceria grandis</i>	Reed Manna Grass	2.00
<i>Leersia oryzoides</i>	Rice Cut Grass	2.00
<i>Scirpus atrovirens</i>	Dark-Green Bulrush	1.00
<i>Scirpus cyperinus</i>	Wool Grass	0.25
<i>Scirpus fluviatilis</i>	River Bulrush	3.00
<i>Scirpus validus</i>	Great Bulrush	0.30
<i>Spartina pectinata</i>	Prairie Cordgrass	4.00

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/3/2019
REPORTS & RECOMMENDATIONS	Amendment to the Service Contract Between the City of Franklin and Southeast Inspection Management Services, LLC to Set the Contract Amount for 2020	ITEM NUMBER <i>G.7.</i>

Beginning January 1, 2019, the Inspection Services Department has been managed by Southeast Inspection Management Services, LLC, with Scott Satula as the manager of the LLC. The contract is ongoing, but it provides that "the City and LLC will meet periodically to consider any price adjustment as may be appropriate, with any such adjustment subject to an executed amendment to this agreement." Although the contract provides for automatic nominal annual increases "in an amount and following a timeline that is at least equal to any Market Rate Adjustment made to the City's pay plan structure for (non-sworn) supervisory personnel," an amendment to the contract is the step that is prescribed to be used if any adjustment beyond that is recommended.

As a contracted service, the City has no cost of employee benefits, including health insurance. It does not, however, mean that the LLC has no such obligations. Upon review of the first year of operations, the LLC has requested an adjustment in accordance with the allowances of the current contract. The LLC has requested an adjustment equal to approximately 7.75% for 2020. This adjustment would be in place of, not in addition to, the automatic increase provided for. As such, the marginal increase is more in the neighborhood of 5%. Given no added benefit costs and the exceptional performance of the LLC, meaning Scott, during 2019, the Mayor and Director of Administration recommend approval.

There are sufficient appropriations in the approved 2020 operating budget to cover the full cost of the contract amendment. The contract amendment is attached in a "marked-up" format, with the executed contract to be in a clean form. The full current contract is attached for your convenience.

COUNCIL ACTION REQUESTED

Motion to approve and authorize execution of Amendment No. 1 to the Service Contract Between the City of Franklin and Southeast Inspection Management Services, LLC.

**AMENDMENT #1 (December 3, 2019) To the SERVICE CONTRACT Between
The City of Franklin And Southeast Inspection Management Services, LLC**

WHEREAS, the City of Franklin (the City) and Southeast Inspection Management Services, LLC (the LLC) previously entered into a Service Contract, executed December 2018, which agreement provides, in relevant part, that "the City and LLC will meet periodically to consider any price adjustment as may be appropriate, with any such adjustment subject to an executed amendment to this agreement," which adjustment is distinct from the provision for a periodic adjustment(s), effective January 1, 2020, "at least equal to any Market Rate Adjustment made to the City's pay plan structure for (non-sworn) supervisory personnel"

WHEREAS, the City and the LLC have met and determined such an amendment-based adjustment is warranted based upon the exceptional performance of the LLC and based upon other such considerations as each party may determine is relevant to the mutual approval of this amendment.

Now, therefore, the City and the LLC agrees as follows:

1. The City responsibility identified as 1. a. shall be amended as follows:
 - a. The City will pay Southeast Inspection Management Services LLC ~~\$4,272 \$3,964/~~ every 2 weeks commencing January ~~13, 2020 15, 2019~~ (covering the period ~~December 31, January 1, 2019, through January 13, 2020 14, 2019~~) for its services or a base payment of ~~\$111,072 \$103,064~~ per year, except as otherwise provided for herein.
2. The City responsibility identified as 1. b. shall be amended as follows:
 - b. Effective January 1, 2021 2020, and related to any such described adjustment first implemented thereafter (meaning a June 2020 pay plan adjustment would not affect this contract), the City will increase its payment in an amount and following a method (for example, percentage or flat rate) and timeline that is at least equal to any Market Rate Adjustment made to the City's pay plan structure for (non-sworn) supervisory personnel or, absent such change to the pay plan structure, any across-the-board increase provided to (non-sworn) supervisory personnel.

IN WITNESS WHEREOF, the Parties have set their hands and seals as specified.

CITY OF FRANKLIN

**SOUTHEAST INSPECTION
MANAGEMENT SERVICES, LLC**

By: _____
Stephen R. Olson, Mayor Date

By: _____
Signature

Sandra L. Wesolowski, City Clerk Date

Print Name

Paul Rotzenberg, Date
Director of Finance & Treasurer

Date

Jesse A. Wesolowski, City Attorney, Date

Witness

SERVICE CONTRACT

Between

The City of Franklin

And

Southeast Inspection Management Services, LLC

The City of Franklin (the City) and Southeast Inspection Management Services LLC (the LLC) do hereby agree and enter into the following contract between one another.

Southeast Inspection Management Services LLC agrees as follows:

1. To provide management and oversight of the City of Franklin Building Inspection Department (or as it may otherwise be named at the discretion of the City) by directing or performing the following:
 - a. Fulfill the duties of Building Inspector as set forth in Wisconsin Statutes, relevant Administrative code, and the City's job description, which is attached and incorporated herein by reference.
 - b. Supervise the issuance of all City of Franklin Building Inspection Department (Building Inspection) permits, including the collection of related fees and fines.
 - c. See to the filing and retention of Building Inspection records on the City premises and in conformity with the City's requirements for such records.
 - d. Supervise and manage the employees of Building Inspection by directing or performing the following:
 - i. Assign duties to all Building Inspection employees.
 - ii. Oversee and administer all vacation, time off, and training approvals.
 - iii. Review and approve time cards.
 - iv. Review, evaluate, recognize, and discipline Building Inspection employees in conformity with all City standards.
 - e. Perform and supervise the enforcement of all Building Inspection actions and other Municipal Code violations assigned to Building Inspection, both with the aid and direction of the City of Franklin Attorney's Office.
 - f. See to the preparation and delivery of annual operating and capital budgets for Building Inspection.
 - g. Perform such other legally permissible and proper duties and functions consistent with the scope of the attached job description and the statutory duties of a Building Inspector as the Mayor, Common Council or Director of Administration shall from time to time assign.
2. To perform at a professional level of competence the functions, responsibilities, and duties set forth and incorporated herein, including, but not limited to, applying the LLC's best efforts at all times to coordinate, streamline, and make efficient Building Inspection operations. To which end, it shall be the LLC's responsibility to take the initiative in investigating areas where the operations may be coordinated, streamlined, or made more efficient and to make such recommendations to the Director of Administration.

3. To devote the time necessary to complete the duties and responsibilities normally expected of a position of Building Inspector. To that end, the LLC acknowledges the following:
 - a. that the duties and responsibilities incorporated herein will routinely require it devote time outside of normal office hours in the performance of such duties and responsibilities; however, hours remain flexible and are not fixed.
 - b. that the nature of the duties and responsibilities requires a regular presence at the Building Inspection offices or on City business-related travel on an approximate average number of 215-220 business days per year (days during which the City Hall is open for business).
 - c. that efficient coordination of services will require that the LLC notify the Director of Administration of any intended full-day absence from the Building Inspection offices to obtain a concurrence that the absence does not create a conflict for the City, in which limited instance the LLC shall make reasonable efforts to rearrange its plans to eliminate the conflict.
4. To provide periodic statements for services, in accordance with the payment provision below.
5. To comply with any City requirements regarding the evaluation of the LLC and to maintain a cell phone that provides regular and reasonable access to the Manager of the LLC, Wayne Scott Satula.
6. To terminate this agreement, without penalty, with no less than 30 days written notice delivered to the City (Mayor or Director of Administration).

The City agrees as follows:

1. To contractually engage (herein) the LLC to provide its services for the management and oversight of Building Inspection and related duties, as further described above and in accordance with the following:
 - a. The City will pay Southeast Inspection Management Services LLC \$3,964/ every 2 weeks commencing January 15, 2019 (covering the period January 1, 2019, through January 14, 2019) for its services or a base payment of \$103,064 per year, except as otherwise provided for herein.
 - b. Effective January 1, 2020, the City will increase its payment in an amount and following a timeline that is at least equal to any Market Rate Adjustment made to the City's pay plan structure for (non-sworn) supervisory personnel or, absent such change to the pay plan structure, any across-the-board increase provided to (non-sworn) supervisory personnel.
 - c. Within 30 days of execution the City agrees to a one-time payment to the LLC of an amount not to exceed \$1,130, which represents start-up costs associated with this agreement, which amount may be deducted in full from amounts otherwise owed to the LLC, at the sole discretion of the City, should this agreement and the services provided for herein not continue for at least two years.

2. To the fullest extent permitted by law, the City shall fully indemnify and hold harmless the LLC and the Manager of the LLC from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) for all acts or omissions of the LLC and/or its Manager in the performance of the duties, services, and responsibilities performed for the City as provided for in this agreement. The intent of this language is to provide indemnity to the LLC, serving as an independent contractor, to the same extent as would be provided an employee of the City serving in this same capacity. The City shall, upon request, provide proof of primary liability insurance and primary business and auto liability insurance to Southeast Inspection Management Services LLC and its employees.
3. To provide the LLC with a 30 calendar day notice of termination of this Agreement, during which period the City may, in its sole discretion, opt not to use all or some of the LLC's services but shall remain liable to pay the LLC for that 30-day period, unless the termination of the Agreement is for cause.
4. To provide a vehicle for use by the LLC Manager during the performance of the duties and responsibilities of the LLC, which vehicle may also be used for de minimis personal use concurrent with work-related travel.
5. To pay (either directly or by means of reimbursement) for all memberships, training, travel, meals (excluding alcohol) and lodging and licensing that the LLC Manager, Wayne Scott Satula, requires to comply with and maintain his professional licensing and his reasonable and appropriate continuing education subject to submission of appropriate documentation and to authorization by the City, which authorization shall not unreasonably be withheld. Payment of amounts in excess of \$3,200 per year are solely at the discretion of the City.
6. In the event the LLC is unable to provide the services described herein for any period of time greater than three, continuous weeks (21 consecutive days), the payments required herein shall be suspended effective with the start of the third week, including any proration as necessary.

In addition to the above terms, the parties mutually agree to the following:

1. Except as provided for in City stipulation 1, above, which can be implemented by means of a notice and without an approved amendment to this agreement, the City and LLC will meet periodically to consider any price adjustment as may be appropriate, with any such adjustment subject to an executed amendment to this agreement.
2. It is the expectation and intent of the parties that the Manager of the LLC shall fulfill and shall have the full authority of the City to fulfill all of the duties and municipal responsibilities for a Building Inspector and for the department head of the City's Building Inspection Department as provided for by State Statute, the Administrative Code of the State of Wisconsin Department of Safety and Professional Services, and the City of Franklin Municipal Ordinances, including the Unified Development Ordinance. As such,

without limitation due to enumeration, the individual may issue tickets and notices, take any necessary corrective or enforcement actions, and represent the City in a court of law on such matters intended to be under that individual's authority per this Agreement.

3. The parties acknowledge that the City is considering changing the name of the Building Inspection Department and the position titles in the department, including that of Building Inspector. Any such name change shall not affect the terms or implementation of this contract, which shall remain enforced under either such naming format.

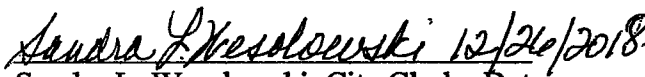
IN WITNESS WHEREOF, the Parties have set their hands and seals as specified.

CITY OF FRANKLIN

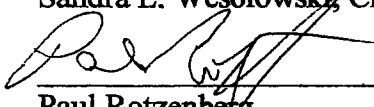
**SOUTHEAST INSPECTION
MANAGEMENT SERVICES, LLC**

By: 
Stephen R. Olson, Mayor Date

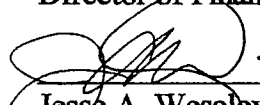
By: 
Signature

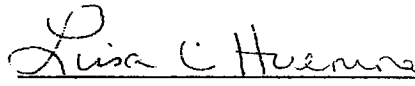

Sandra L. Wesolowski, City Clerk Date

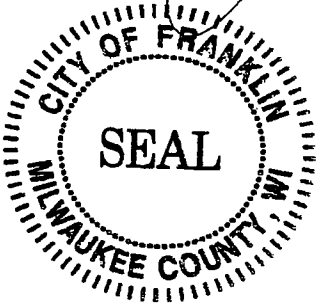
SCOTT SATCHA
Print Name

 12-19-2018
Paul Rotzenberg, Date
Director of Finance & Treasurer

12-19-18
Date

 12/20/18
Jesse A. Wesolowski, City Attorney, Date


Witness



APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE December 3, 2019
REPORTS AND RECOMMENDATIONS	RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO AMEND SITE PLAN RESOLUTION NO. 2018-001 A RESOLUTION APPROVING A SITE PLAN FOR CONSTRUCTION OF BUILDING C1, A 3-STORY RETAIL/OFFICE BUILDING; TO AMEND STANDARDS, FINDINGS AND DECISION OF THE CITY OF FRANKLIN COMMON COUNCIL FOR A SPECIAL EXCEPTION TO CERTAIN NATURAL RESOURCE PROVISIONS DATED JANUARY 9, 2018; AND TO AMEND THE TERMS OF PLANNED DEVELOPMENT DISTRICT NO. 37; AS THEY PERTAIN TO ISSUANCE OF A FINAL OCCUPANCY PERMIT FOR BUILDING C1 (OFFICE/RETAIL) WITHIN PLANNED DEVELOPMENT DISTRICT NO. 37 (THE ROCK SPORTS COMPLEX/BALLPARK COMMONS)	ITEM NUMBER <i>6, 8.</i>

See attached draft Resolution with regard to issuance of a Final Occupancy Permit for Building C1 (a 3-Story Retail/Office Building) within Planned Development District No. 37 (The Rock Sports Complex/Ballpark Commons).

COUNCIL ACTION REQUESTED

A motion to approve Resolution No. 2019-____, A Resolution Authorizing Certain Officials to Amend Site Plan Resolution No. 2018-001 A Resolution Approving a Site Plan for Construction of Building C1, A 3-Story Retail/Office Building; to Amend Standards, Findings and Decision of the City of Franklin Common Council for a Special Exception to Certain Natural Resource Provisions Dated January 9, 2018; and to Amend the Terms of Planned Development District No. 37; as they Pertain to Issuance of a Final Occupancy Permit for Building C1 (Office/Retail) within Planned Development District No. 37 (The Rock Sports Complex/Ballpark Commons).

Department of City Development: JED; Legal Services Dept.: jw

RESOLUTION NO. 2019-_____

A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO AMEND SITE PLAN RESOLUTION NO. 2018-001 A RESOLUTION APPROVING A SITE PLAN FOR CONSTRUCTION OF BUILDING C1, A 3-STORY RETAIL/OFFICE BUILDING; TO AMEND STANDARDS, FINDINGS AND DECISION OF THE CITY OF FRANKLIN COMMON COUNCIL FOR A SPECIAL EXCEPTION TO CERTAIN NATURAL RESOURCE PROVISIONS DATED JANUARY 9, 2018; AND TO AMEND THE TERMS OF PLANNED DEVELOPMENT DISTRICT NO. 37; AS THEY PERTAIN TO ISSUANCE OF A FINAL OCCUPANCY PERMIT FOR BUILDING C1 (OFFICE/RETAIL) WITHIN PLANNED DEVELOPMENT DISTRICT NO. 37 (THE ROCK SPORTS COMPLEX/BALLPARK COMMONS)

WHEREAS, condition number 7 of Site Plan Resolution No. 2018-001 approved by the City of Franklin Plan Commission on April 5, 2018 states in part “The applicant shall revise the Landscape Plan to comply with all Unified Development Ordinance standards...for Department of City Development review and approval prior to issuance of a Building Permit.”; and

WHEREAS, Ordinance No. 2018-2333, An Ordinance to Amend the Unified Development Ordinance Planned Development District No. 37 (The Rock Sports Complex/Ballpark Commons) approved by the City of Franklin Common Council on June 19, 2018 amended Section 15-3.0442B.14. of the Ordinance to state “Furthermore, the revised Landscape Plans for Buildings C1, C2, C3, C4, S1, S2, S3, B1, B2, B3, B4, and A1/P17 shall be submitted for Plan Commission review and approval prior to issuance of Occupancy Permits for those buildings.”; and

WHEREAS, condition numbers 1, 8, 10, 11, 12, 14, and 17 of the Standards, Findings and Decision of the City of Franklin Common Council for a Special Exception to Certain Natural Resource Provisions Dated January 9, 2018, pertain to completion and approval of certain Landscape Bufferyard and Conservation Easements, and certain Berm Planting, Natural Resource Protection, and Mitigation Plan revisions prior to issuance of building permits; and

WHEREAS, at its May 21, 2019 regularly scheduled meeting, pursuant to agenda item G.7., the Common Council was provided a Guaranty of Completion of Landscaping and Natural Resource Mitigation, and was informed by the City Director of Inspection Services that the issuance of temporary occupancy permits is a long-standing administrative decision by staff process singularly based upon health and safety determinations, which Occupancy Permit for Building C1 was subsequently issued; and

WHEREAS, City staff review of the subject Landscaping, Natural Resource Protection, and Natural Resource Mitigation Plans, and of the subject Landscape Bufferyard and Conservation Easements are nearing completion, and that installation of such required plantings are not appropriate during cold weather months; and

WHEREAS, City staff have been informed that certain financing, loans, and payments are on hold until such time as a Final Occupancy Permit has been issued; and

WHEREAS, under the aforesaid circumstances, in acknowledgement of those more specific grants recorded between the City and Owner, it is reasonable now to release the Final Occupancy Permit for Building C1 subject to the owner obtaining final City approval of all Landscaping, Natural Resource Protection, and Natural Resource Mitigation Plans, and of the subject Landscape Bufferyard and Conservation Easements, and installing all said required plantings within 6 months of approval of this Resolution by the City of Franklin Common Council.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Common Council of the City of Franklin, Wisconsin, that the release of the Final Occupancy Permit, in such form and content as stated herein, be and the same is hereby approved.

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

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2019.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2019.

APPROVED:


Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/3/2019
REPORTS & RECOMMENDATIONS	Re-Authorize funding for Quarry Survey Services with Lynch & Associates	ITEM NUMBER 6, 9,

At their meeting of March 19, 2019, the Common Council approved \$6,000 from General Fund Contingency for completion of a survey and authorized an amendment to the Quarry Monitoring Professional Services Agreement for 2019 with Stantec. That amendment was executed in June of 2019. Council reviewed that amendment at their meeting of July 16, 2019, where the Council concluded that an independent party was best to perform the work and authorized Alderwoman Wilhelm to "work with staff to come up with a solution." That process resulted in bidding out the services with the Common Council at the last meeting authorizing awarding the contract to Lynch and Associates for \$6,400.

The purpose of this action sheet is to request a re-authorization of appropriations to fund the recently approved contract. Alderwoman Wilhelm confirms that Stantec is fully aware that they are not performing the survey work previously discussed and will not present any billings against that \$6,000 change order. However, from a technical, legal standpoint, the initial authorization is tied up by the executed change order with Stantec, even though we have no expectation that charges will be forthcoming. The quickest solution is to simply re-authorize an additional appropriation from the General Fund Contingency.

With the understanding that Stantec will not be performing the work on the change order, staff recommends the following motion be approved so that a contract with Lynch, as previously approved, may be executed.

The General Fund Contingency has sufficient funds to cover the \$6,400. The unused Stantec appropriation will simply be evaporated when their 2019 contract is closed out. After the contract is executed, an encumbrance will be booked so the requested 2019 appropriation will carry forward to 2020 should the work not be completed in December.

COUNCIL ACTION REQUESTED

Motion to authorize that \$6,400 of General Fund Contingency appropriations be used to fund the Quarry Survey Services contract with Lynch & Associates, which contract was previously approved at the November 19, 2019 meeting.

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE <i>12/3/2019</i>
REPORTS AND RECOMMENDATIONS	Recommendation to the Common Council from the Quarry Monitoring Committee to direct Staff to provide the Common Council with a status update on previous Council actions.	ITEM NUMBER <i>G.10.</i>

At the September 26 and November 14, 2019 Quarry Monitoring Committee (QMC) meetings, the QMC discussed the outstanding Council actions related to citizen concerns and the QMC's recommendations.

At the November 14, 2019 QMC meeting Ald. Barber moved to send a recommendation to the Common Council from the Quarry Monitoring Committee to direct Staff to provide the Common Council with a status update on previous Council actions. The status update shall include: actions taken, outstanding items and the date when the actions will be taken.

At the September QMC, Aldw Wilhelm read the status of the items into the record based on research of citizen requests addressed on the following Council meeting dates with corresponding motions (see attached motions)

December 4, 2018, January 22, 2019, March 19, 2019, June 18, 2019 and July 16, 2019

The January and March Council action sheets and motions are of particular importance. While Staff could be directed again and provide their own research, a basic breakdown of the outstanding issues citizens want the Council to address with comment are provided for consideration.

Quarry information on the website to be updated

- o Mayor/Council/ or Director of Administration could appoint someone else if the DOA is busy

Review QMC appointments in consideration of adding interested citizens

- o This item can be addressed with a mayoral appointment. No new appointment has been brought forward since the opposition of a previous appointment.
- o Review QMC ordinance QMC has completed its review and the item is ready for Council

Reclamation Plan Status

- o QMC completed their input a very long time ago and provided its recommendation to Council.
- o Mayor/staff would have to add it to the Plan Commission agenda before a public hearing prior to Council adoption.
- o For this pending item, Council could again direct staff to address this or direct placement on the agenda

Quarry PDD blasting distance is not monitored

- o Request a survey of blasting areas for distance limits as set within the PDD – In process

Staff to send letter to Quarry operators on concerns and funding for PDD compliance survey

- o The Council has allocated funds given the letter (directed in March) letter is pending.

Blasting levels within PDD 23 & 24 were set when blasting was in the northern section but blasting has gained proximity to homes. Residents note home foundation impacts believed to be caused by blasting.

- o Review and seek methods to tighten the allowable blasting levels set within PDD. The City Attorney provided input but the item was delayed by State action and has not returned to Council.
- o Seek consultant assistance to assess blasting impacts to home foundations and/or study blasting operations as a nuisance and take appropriate action.

ACTION REQUESTED – Timely proceed with carrying out previous Council motions

QUARRY MONITORING	G 2	Alderman Taylor moved to direct staff to review and address all of the suggested potential review recommendations from the Quarry Monitoring Committee and return to the Common Council when appropriate upon sufficient fact finding, with an update no later than February 1, 2019. Seconded by Alderman Dandrea All voted Aye; motion carried.
POLICE POSITIONS	G 3	Alderman Nelson moved to approve the elimination of one patrol officer position and add one detective position to the Police Department and direct staff to find the necessary \$8,400 difference. Seconded by Alderman Mayer All voted Aye, motion carried
RES 2018-7442 SMART AGREEMENT	G.4.	Alderman Taylor moved to adopt Resolution No 2018-7442, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A SUBURBAN MUTUAL ASSISTANCE RESPONSE TEAMS AGREEMENT TO PROVIDE FOR GOVERNMENTAL LAW ENFORCEMENT AGENCIES' MUTUAL AID AMONG SOUTHEASTERN WISCONSIN COUNTIES, CITIES, VILLAGES AND TOWNS. Seconded by Alderman Mayer All voted Aye, motion carried
S 68TH ST. ROAD IMPROVEMENTS	G.5	Alderman Barber moved to adopt the Scoping Phase report for S. 68th Street improvements, select the recommendation for a absolute minimum alternative cross-section; select two vertical curves just south of W Drexel Avenue and just north of Terrace Drive for lowering; and direct staff to finalize professional services contract for Phase 2 of detail design of S 68th Street from W Loomis Road to W. Puetz Road with Lakeside Engineering and return to Common Council for execution. Seconded by Alderman Dandrea. On roll call, Alderman Dandrea, Alderwoman Wilhelm, Alderman Barber, and Alderman Nelson voted Aye; Alderman Mayer and Alderman Taylor voted No Motion carried
RES. 2018-7443 LANDFILL MONITORING AGREEMENT WITH JSA ENVIRONMENTAL	G.6	Alderman Taylor moved to adopt Resolution No 2018-7443, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE AN AGREEMENT TO CONTINUE PROFESSIONAL ENVIRONMENTAL ENGINEERING SERVICES TO MONITOR COMPLIANCE AT THE METRO RECYCLING & DISPOSAL FACILITY TO DECEMBER 31, 2019, WITH JSA ENVIRONMENTAL, INC. Seconded by Alderwoman Wilhelm. All voted Aye, motion carried.
RES 2018-7444 AMEND SPECIAL USE FOR HOPPE WOODWORKS, INC	G 7	Alderman Taylor moved to adopt Resolution No 2018-7444, A SPECIAL USE AMENDMENT TO AMEND RESOLUTION NO 97-4563 IMPOSING CONDITIONS AND RESTRICTIONS FOR THE APPROVAL OF A SPECIAL USE FOR HOPPE

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE January 22, 2019
REPORTS AND RECOMMENDATIONS	Update from the Quarry Monitoring Committee on the suggested potential recommendations to address citizen questions and concerns, as directed the by Common Council.	ITEM NUMBER <i>G.H.</i>

At the December 4, 2018 meeting of the Common Council, Alderman Taylor moved to direct staff to review and address all of the suggested potential recommendations from the Quarry Monitoring Committee (QMC) and return to the Common Council when appropriate upon sufficient fact finding, with an update no later than February 1, 2019. Seconded by Alderman Dandrea. All voted Aye: motion carried.

The below potential recommendations are a direct result of citizen comments and questions. Given the QMC is a recommending body to the Council, any direction or action on the listed items would fall under the jurisdiction of the Common Council.

Citizen requests that can be addressed by staff direction:

1. Add Quarry packets to the online system (Mark L.)
2. Quarry information on the website to be updated (Mark L.)
3. QMC meetings held in the Council chambers for better sound and recording (Joel D.)
4. Previous QMC article to be distributed to residents (1-pg. newsletter of website information and associated cost)
5. Allow citizen access to online blasting information (in progress – Joel/Stantec)
6. Continue to work on citizen questions to bring back before the Council (as previously directed)
 - Note: Many of the questions pertaining to item 6 have been answered but need to be collated and summarized. This is to be placed on the February agenda.

Citizen requests that involve additional Council attention:

1. Renew the monitoring contract (see Stantec contract on agenda)
 2. Provide additional monitoring when blasting is not halted over the winter season (see Stantec contract)
 3. Approval a different monitoring system as suggested by Stantec (see Stantec contract)
 4. Review of the Stantec survey related to the blasting distance from the S. 51st St. centerline (as set within the PDD)
 5. Review proximity to homes and current blasting levels allowed (as set within the PDD)
 6. Review QMC appointments in consideration of adding interested citizens (some terms are ending in 2019)
 7. Update the Council on the content and status of the *Quarry Reclamation Plan* (QMC completed its review)
- * Note: 1-3 Could be addressed within the renewed Stantec monitoring contract on the agenda.

COUNCIL ACTION REQUESTED

1. Motion to direct staff to act upon the citizen requests as enumerated within items 1-6 (state which or all items to be acted upon) with an update by (set date).
and
2. Motion to bring forth for Council action items 1-7 (or state which items) with an update by (date).

APPROVED FEBRUARY 5, 2019

CITY OF FRANKLIN COMMON COUNCIL MEETING JANUARY 22, 2019 MINUTES

ROLL CALL	A	The regular meeting of the Common Council was held on January 22, 2019 and called to order at 6:30 p.m. by Mayor Steve Olson in the Franklin City Hall Council Chambers, 9229 W. Loomis Road, Franklin, Wisconsin. On roll call, the following were in attendance: Alderman Mark Dandrea, Alderman Dan Mayer, Alderwoman Kristen Wilhelm, Alderman Steve F. Taylor, Alderman Mike Barber and Alderman John R. Nelson. Also present were City Engineer Glen Morrow, Dir. of Administration Mark Luberd, City Attorney Jesse A. Wesolowski and City Clerk Sandra Wesolowski.
CITIZEN COMMENT	B.1.	Citizen comment period was opened at 6:31 p.m. and closed at 7:02 p.m.
JANUARY ICC MEETING	B.2.	Mayor Olson reported on the Intergovernmental Cooperation Council meeting held on January 14, 2019 in the Village of Greendale.
MINUTES JANUARY 8, 2019	C.1.	Alderman Barber moved to approve the minutes of the regular Common Council meeting of January 8, 2019, as presented. Seconded by Alderman Dandrea. All voted Aye; motion carried.
MAYORAL PROCLAMATION	G.1	Mayor Olson presented a Proclamation for Light and United RED (County-wide annual initiative to shine a spotlight on the dangers of substance misuse).
APPT. OF DIR. OF HEALTH & HUMAN SERVICES	G.2.	Alderman Barber moved to confirm the Mayoral appointment of Courtney Day, RN, BSN, as Director of Health and Human Services conditioned on a successful background check, drug screen, and State certification. Seconded by Alderman Mayer. On roll call, all voted Aye. Motion carried.
DONATION TO FIRE DEPT.	G.3	Alderman Mayer moved to accept the donation in the amount of \$300 from Salvador and Erlinda Salud to the Fire Department to be used for fire prevention, education programs and other safety initiatives in the community. Seconded by Alderwoman Wilhelm. All voted Aye, motion carried.
QUARRY MONITORING COMMITTEE UPDATE	G.4	Alderwoman Wilhelm moved to direct staff to act upon the following citizen requests, with an update by the second meeting in March, 2019. Add Quarry Monitoring meeting packets to the online system, Update Quarry information on the website; Quarry

Monitoring meetings to be held in the Council Chambers for better sound and recording; Allow citizen access to online blasting information, Continue to work on citizen questions to be brought before the Common Council, and further that the previous Quarry Monitoring Committee newsletter article be addressed as a short write-up with a link to the website. Seconded by Alderman Barber. All voted Aye; motion carried.

Alderman Wilhelm further moved to bring forth the following Council action items, with an update by the second meeting in March, 2019. Review of the Stantec survey related to the blasting distance from the S. 51st Street centerline (as set within the Planned Development District); Review the proximity to homes and current blasting levels allowed (as set within the PDD), Update the Common Council on the content and status of the Quarry Reclamation Plan; and Review the Quarry Monitoring Committee appointments in consideration of adding interested citizens, with this item to be addressed in the Mayor's appointments. Seconded by Alderman Barber. All voted Aye; motion carried.

CONTRACT FOR 2019 QUARRY MONITORING G 5

Alderman Barber moved to approve the 2019 Quarry Monitoring Professional Services Agreement with Attachment A containing service details and costs as provided by Stantec Consulting Services, Inc., contingent upon review by the Quarry Monitoring Committee and if no objections, with the Mayor's signature to be held until the Quarry Monitoring Committee makes its final recommendation, and to authorize staff to enter into said agreement not to exceed \$46,000 subject to technical corrections by staff and the City Attorney. Seconded by Alderman Nelson. All voted Aye; motion carried.

HOFFER CLAIM FOR EXCESSIVE ASSESSMENT G 6.

Alderman Wilhelm moved to table to the next meeting the Claim for Excessive Assessment submitted by Lawrence Hoffer for Parcel 740-0122-000. Seconded by Alderman Mayer. Alderman Wilhelm withdrew her motion and Alderman Mayer then withdrew his second.

Alderman Taylor moved to deny the Claim on Excessive Assessment, Parcel 740-0122-000 by Lawrence Hoffer in accordance with Wis Stats §74.37 for the reasons submitted by City Assessor Mark Link in his memorandum dated January 14, 2019. Seconded by Alderman Dandrea. On roll call, Alderman Dandrea, Alderman Taylor, Alderman Barber voted Aye; Alderman Mayer, Alderman Wilhelm, and Alderman Nelson voted No. Mayor Olson broke the tie by voting in the affirmative. Motion carried.

APPROVAL <i>Slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 03/19/19
REPORTS & RECOMMENDATIONS	STATUS UPDATE FROM THE QUARRY MONITORING COMMITTEE (QMC) AS DIRECTED BY THE COMMON COUNCIL	ITEM NUMBER 6, 8,

At the December 4, 2019 Council meeting, Alderman Taylor moved to direct staff to review and address all of the suggested potential recommendations from the Quarry Monitoring Committee (QMC) and return to the Common Council when appropriate upon sufficient fact finding, with an update no later than February 1, 2019.

As a follow up to the February 1st deadline above, at the January 22, 2019 meeting, the Council approved to direct staff to act upon the below citizen requests, with an update by the second meeting in March, 2019:

1. Add Quarry Monitoring meeting packets to the online system **Status:** Complete
2. Update Quarry website information. **Status:** Ongoing, with map recently updated.
3. QMC meetings held in the Council Chambers **Status:** Acceptable, as room is available.
4. Citizens may request blasting information via Aldermen. **Status:** Available by request.
5. Citizen questions to come before the Council. **Status:** List needs staff information.
6. QMC newsletter article will be a short write-up with web link. **Status:** A version went to print.

The Council, on January 22, 2019 further approved a second motion to bring forth the following Council action items, with an update by the second meeting in March, 2019:

7. Review of the Stantec survey related to the blasting distance from the S. 51st Street.
8. Review the proximity to homes and current blasting levels allowed per the PDD.
9. Update the Common Council on the content and status of the Reclamation Plan.
10. Review the QMC appointments in consideration of adding interested citizens, with this item to be addressed in the Mayor's appointments

STATUS FOR ITEMS # 7 & 8

It should be noted that residents have requested items 7 & 8 be given the *highest priority*. Due to the amount of information needed and request to address items 7 & 8 as a higher priority, the QMC recommends items 9 & 10 be addressed at a future Council meeting.

7. **Stantec survey related to the blasting distance from S. 51st St.** - Stantec Consulting Services Inc. (Stantec) was retained by Franklin to complete survey services related to the 650 ft. blasting setback from 51st St. Stantec provided Field Survey Reports to the QMC dated July 15, 2016 and June 12, 2017. Survey data was requested to help identify the Extraction Limit set within PDD 23 & 24.

The City Attorney provided a memo dated January 11, 2017 in regard to the "centerline" and "extraction area". The memo advises that the Extraction Area Boundary is from the then centerline of 51st. Street out 650 feet and that no limestone shall be extracted from within that 650 feet. It further advises that where the centerline is now or was is an engineering matter.

It is clear that nothing is to be extracted from 650 feet west of the 51st Street centerline. Therefore, Stantec measured pavement to pavement to determine the centerline of the street. However, some individuals believe the centerline moved because the centerline was surveyed 1.4 to 2.6 feet from the section line.

Because of this difference, Stantec provided both the distance 650 feet from the section line and 650 feet from the centerline.

The 2016 survey indicates when using the centerline, the northern area B (not yet blasted) had *material* at its maximum of 9.61 feet over into the setback. For the southern area A (quarried) the *top of wall* at its maximum is 8.39 feet over into the setback. It is important to note, however, that a portion of the safety shelf in the northern portion of Area A has eroded thus causing the top of the wall measurement to be farther east than the actual vertical wall. Using the section line, the setbacks were 7.09 feet and for 6.66 feet over, respectively. (See survey attached).

The 2017 surveys are labeled Area B, the northern section, which had not previously been quarried. Both centerline and survey line for Area B indicate the excavation at its minimum is 4.16 feet clear of the setback. Therefore, one could conclude Area B surface *material* over into the setback in 2016 was not a factor in 2017 after a defined wall was blasted. (See survey attached).

8. **Review the proximity to homes and current blasting levels allowed per the PDD.** - Residents have compellingly requested if the blasting levels set forth within the Quarry operations guiding documents (known as PDD 23 & 24) can be reviewed to better protect the health, safety and welfare of the community. It has been pointed out to the QMC and the Council that the PDD's were approved in 1997 (22-years previously) and at that time, the blasting activity was much further from residential homes. The pertaining sections of the PDD are attached and the City attorney is asked to opine on the ability to revisit the standards.

Recommendation: Item 7: Due to the length of time from the last survey and also the need for defining the southern blasting area adjacent Drexel Avenue, where blasting is occurring more often, the QMC recommends a new survey of both the North/South boundary along 51st St and the East/West Drexel boundary and that a defined location of the centerline be set, and that surveying funds comes from the General Fund, or as appropriate. The costs is estimated to be \$ 3,000 per survey/measurement (\$6,000 total) based on the previously funded survey.

Further, due to the question of the centerline being an engineering matter, it would save survey costs if there could be a determination on the proper survey point, thereby allowing survey data from one central point.

Recommendation: Item 8: Based on citizen request and concerns, the City attorney is asked to opine on the ability to revisit the PDD blasting standards.

COUNCIL ACTIONS REQUESTED

Motion to approve an amendment to the Quarry Monitoring Professional Services Agreement for 2019 to include the addition of a new survey of both the North/South boundary along 51st Street and the East/West boundary along Drexel Avenue and that the surveying funds come from the General Fund, or as appropriate, at a cost not to exceed \$6,000 and to direct engineering to determine the survey point of reference prior to survey commencement.

Motion to direct the City Attorney to provide an opinion on the ability of the City to revisit the Planned Development District (PDD) No. 23 and 24 standards pertaining to blasting levels allowed by the two PDD's.

STATUS UPDATE FROM
QUARRY MONITORING
COMMITTEE AND
PDD NO. 23 AND 24
STANDARDS

G.3 Alderwoman Wilhelm moved to approve an amendment to the Quarry Monitoring Professional Services Agreement for 2019 to include the addition of a new survey of both north/south boundary along S. 51st Street and the east/west boundary along W. Drexel Avenue and that the surveying funds come from the General Fund (Contingency), or as appropriate, at a cost not to exceed \$6,000 and further that the survey point would be from the current centerline of S. 51st Street. Seconded by Alderman Barber All voted Aye; motion carried.

Alderwoman Wilhelm moved to have staff address the existing complaint regarding the setback as it relates to the field of loose material beyond the blasting area, and the survey needs to address blasting areas and that a letter be sent to Payne and Dolan notifying them of the City's concerns and the request to fund an additional survey in the Stantec contract for this year, and to address any fine language within the letter. Seconded by Alderman Barber All voted Aye; motion carried.

Alderwoman Wilhelm moved to direct the City Attorney to provide an opinion on the ability of the City to revisit the Planned Development District No. 23 and 24 Standards pertaining to blasting levels allowed by the two PDDs with a date to return back to the Council no later than the last meeting in June 2019. Seconded by Alderman Barber All voted Aye; motion carried

REPLACEMENT OF FIRE
ENGINE

G.5 Alderman Taylor motion to authorize the Mayor and Director of Clerk Services, and other staff as required, to execute a purchase contract, funded through the Equipment Replacement Fund, with Seagrave Fire Apparatus, LLC, for replacement of Engine #206, a 1999 Fire Engine, with a 2019 Seagrave Model TB50CA, Marauder Pumper for \$633,395. Seconded by Alderman Dandrea All voted Aye, motion carried

RES. 2019-7474
CONDITIONALLY
APPROVING A
CONDOMINIUM PLAT
FOR PARK CIRCLE
CONDOMINIUMS (9733
S. 76TH ST.) (NEUMANN
DEVELOPMENTS, INC.,
APPLICANT)

G.6 Alderman Nelson moved to adopt Resolution No. 2019-7474, A RESOLUTION TO AMEND RESOLUTION NO. 2017-7291, A RESOLUTION CONDITIONALLY APPROVING A CONDOMINIUM PLAT FOR PARK CIRCLE CONDOMINIUMS AT APPROXIMATELY 9733 SOUTH 76TH STREET (NEUMANN DEVELOPMENTS, INC., APPLICANT), TO INCLUDE AND DEPICT ALL PROPOSED 54 CONDOMINIUM UNITS UPON THE PLAT, INCLUDING IN THE WIS. STAT. §703.26 EXPANDING CONDOMINIUM AREAS; TO RATIFY AND APPROVE NUNC PRO TUNC THE RECORDING OF THE PLAT ON FEBRUARY 21, 2019 AS DOCUMENT #10849951; TO WAIVE ANY PRIOR REGULATORY TIME LIMITS FOR THE RECORDING OF THE PLAT, TO AUTHORIZE DEPARTMENT

UNMARKED SQUAD PURCHASE	G.2	Alderman Taylor moved to approve the purchase of an unmarked squad for the Franklin Police Department. Seconded by Alderwoman Wilhelm All voted, Aye, motion carried.
BALLPARK COMMONS UPDATE	G.3	There was no project update on Ballpark Commons at this meeting Future updates will be placed on Common Council meeting agendas only when there is an update to present.
PDD NO 23 AND 24 QUARRY	G.4	Alderwoman Wilhelm moved to table an update, reference the Planned Development District No 23 and 24, by the City Attorney until a State decision limiting local control of quarries is made with a letter sent to the Governor, State Senators Craig and Larson, and State Representatives Rodriguez, Skowronski, and Wichgers Seconded by Alderman Taylor. All voted Aye; motion carried
KAYLA'S PLAYGROUND AMBASSADOR PROGRAM MANUAL	G.5	Alderwoman Wilhelm moved to approve changes to the Kayla's Playground Ambassador Program Manual that cash donations be accepted and received only by the City Finance Department Seconded by Alderman Nelson. All voted Aye; motion carried
RES. 2019-7508 BOND TRUST SERVICES AS REPLACEMENT AGENT	G.6.	Alderman Taylor moved to adopt Resolution No. 2019-7508, A RESOLUTION APPOINTING BOND TRUST SERVICES CORPORATION TO SERVE AS FISCAL AGENT IN CONNECTION WITH THE GENERAL OBLIGATION REFUNDING BONDS, 2016A, DATED APRIL 20, 2016. Seconded by Alderman Barber All voted Aye; motion carried.
RES 2019-7509 FIRST AMENDMENT TID 6 LOOMIS AND RYAN, INC.	G 7	Alderman Nelson moved to adopt Resolution No. 2019-7509, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A FIRST AMENDMENT TO TAX INCREMENTAL DISTRICT NO. 6 DEVELOPMENT AGREEMENT BETWEEN THE CITY OF FRANKLIN AND LOOMIS AND RYAN, INC. Seconded by Alderman Mayer All voted Aye; motion carried.
ORD 2019-2381 BUDGET FOR TID 7 VELO VILLAGE	G.8	Alderman Taylor moved to adopt Ordinance No. 2019-2381, AN ORDINANCE TO AMEND ORDINANCE NO 2018-2345, AN ORDINANCE ADOPTING THE 2019 ANNUAL BUDGETS FOR THE CITY OF FRANKLIN FOR FISCAL YEAR 2019 TO ESTABLISH A 2019 BUDGET FOR TID 7 VELO VILLAGE. Seconded by Alderman Barber On roll call, Alderman Nelson, Alderman Barber, Alderman Taylor, Alderwoman Wilhelm, and Alderman Dandrea voted Aye; Alderman Mayer voted No. Motion carried.

- | | | |
|---|------|--|
| RES 2019-7516
SUBDIVISION DEV
AGREEMENT FOR
ASPEN WOODS PHASE II
S. 47TH ST. AND W.
PUETZ RD | G 3 | <p>Alderman Taylor moved to suspend the regular order of business to allow Matt Cudney to speak. Seconded by Alderman Barber. All voted Aye; motion carried. Alderman Taylor moved to return to the regular order of business. Seconded by Alderman Barber. All voted Aye, motion carried.</p> <p>Alderman Taylor moved to adopt Resolution No. 2019-7516, A RESOLUTION AUTHORIZING CERTAIN OFFICIALS TO EXECUTE A SUBDIVISION DEVELOPMENT AGREEMENT WITH THE DEVELOPER OF ASPEN WOODS SUBDIVISION PHASE II LOCATED ON S. 47TH STREET AND W. PUETZ ROAD, as amended and upon review and acceptance by the City Attorney. Seconded by Alderman Barber. All voted, Aye; motion carried.</p> |
| QUARRY MONITORING
COMMITTEE
RECOMMENDATION | G.4. | <p>Alderman Wilhelm will work with staff to come up with a solution to determine the Quarry north/south boundary along S. 51st Street and the east/west boundary along W. Drexel Avenue and stake them out. Seconded by Alderman Taylor. All voted Aye, motion carried.</p> <p>No action was taken at this time regarding the status update to provide for a citizen-appointed member to the Committee.</p> |
| PLEASANT VIEW PARK
SITE PLAN FOR
DEVELOPMENT | G 5 | <p>Alderman Wilhelm moved to direct the Director of Administration, working with Alderman Wilhelm, to prepare a contract and scope of services for an update to the site plan for development of Pleasant View Park, including but not limited to landscape plan, lighting, and picnic tables. Seconded by Alderman Barber. All voted Aye, motion carried.</p> |
| FRANKLIN SR. CITIZENS
SEMI-ANNUAL UPDATE | G 6. | <p>Alderman Taylor moved to receive and place on file a 2019 semi-annual update of the Franklin Senior Citizens, Inc. Seconded by Alderman Barber. All voted Aye, motion carried.</p> |
| CDBG PROJECTS | G.7. | <p>Alderman Taylor moved to authorize the Director of Administration to submit Letters of Support for the Eras Senior Network Neighborhood Outreach Program for \$5,000 and the Oak Creek Salvation Army, Homelessness program for \$3,000; to submit a project application for Senior Health-Related Educational Programming for \$5,000; and to submit a project application for a Franklin Home Repair Grant Program, that would be administered directly through Milwaukee County, for the remaining portion of the City's annual allocation; and further, should the Eras Senior Network not apply for CDBG funding, that the Letter of Support for the Oak Creek Salvation Army, Homelessness Program to be increased to</p> |

**City of Franklin
Quarry Monitoring Committee Meeting
September 26, 2019
Minutes**

Approved
October 30, 2019

I. CALL TO ORDER

Alderwoman Wilhelm called the September, 2019 Quarry Monitoring Committee meeting to order at 6:17 p.m. in the Council Chambers at Franklin City Hall, 9229 West Loomis Road, Franklin, Wisconsin.

Present were Alderwoman Kristen Wilhelm, Alderman Mike Barber, Members Margie Shore and Fred Knueppel Associate Planner Régulo Martínez-Montilva arrived at 6:15 p.m.

II. WELCOME NEW STAFF MEMBER RÉGULO MARTÍNEZ-MONTILVA.

Associate Planner Régulo Martínez-Montilva introduced himself as the new staff member for the Quarry Monitoring Committee.

III. APPROVAL OF THE MINUTES

a Regular meeting of July 11, 2019

Member Fred Knueppel moved, and Alderman Barber seconded, a motion to approve the additional corrections to the minutes of the July 11, 2019, regular meeting All present voted 'aye'; motion carried.

b. Regular meeting of August 29, 2019

Alderman Barber moved, and Member Knueppel seconded, a motion to approve the minutes of the August 29, 2019, regular meeting All present voted 'aye', motion carried

IV. CITIZEN COMMENT PERIOD

Citizen comment period opened at 6 22 p.m. and closed at 6 55 p.m. Eight persons made comments about the following topics blast event occurred on September 23, 2019, event notification and suggestions regarding minutes taking.

V. HEARINGS

a None

No action needed None taken.

V. BUSINESS

a. Review and discussion on matters pertaining to citizen complaints, blasting data from Payne & Dolan, and on Stantec's (the City's consultant) quarry monitoring activities and information

Clint Wenninger of Payne & Dolan explained blast data, specifically air over pressure and ground vibration Alderwoman Wilhelm noted that available blast data from Payne & Dolan shows a maximum of 30 recorded events and asked about previous records. Alderman Barber suggested that historic data should be provided to City staff

Clint Wenninger noted that blast readings for September 23, 2019, are in compliance with the Planned Development District (PDD) blast limits and added that this blast event occurred in the south-central area of the quarry.

Member Shore noted that she received 6 calls pertaining the September 23 blast event

Associate Planner Régulo Martínez-Montilva presented a Complaints Report and asked for input Alderwoman Wilhelm suggested to add a footnote explaining the difference between an official and an unofficial complaint. Associate Planner Régulo Martínez-Montilva agreed and clarified that a complaint is deemed official when the complainant submits a Quarry Event Complaint form through the City's website or in person at City Hall.

Alderwoman Wilhelm suggested that Payne & Dolan and Stantec data should be presented in the same reporting period for comparison purposes.

- b Status Report on the QMC recommendations sent to Council on December 4, 2018, and review of recommendation progress of the Council follow up of January 22, 2019 and March 19, 2019

Alderwoman Wilhelm commented on Common Council meeting minutes of January 22, 2019 (item G4) and noted the following completed activities. Added Quarry Monitoring meeting packets to the online system, Quarry meetings to be held in the Council Chamber for better sound and recording Alderwoman Wilhelm also noted outstanding activities: Update Quarry information on the City's website and survey related to the blasting distance from the 51st St centerline.

Alderman Barber commented about the vacancy in the Committee and suggested to include the Quarry Monitoring Committee Ordinance into next meeting packet and agenda for discussion.

Alderwoman Wilhelm commented on Common Council meeting minutes of March 19, 2019 (item G3) and reiterated that the extraction area boundary survey is in process

- c Update on the July 16, 2019 Council motion pertaining to the Stantec survey change order resulting in the unanimous vote for Alderwoman Wilhelm to work with staff to come up with a solution to determine the Quarry north/south boundary along S 51st Street and the east/west boundary along W. Drexel Avenue and stake them out

Alderwoman Wilhelm noted that she is preparing a Request for Proposal (RFP) for the blast distance survey and requested staff assistance. Associate Planner Régulo Martínez-Montilva noted that he will consult with his supervisor on this matter.

VI. SCHEDULE NEXT MEETING

It was agreed that the next meeting of the Quarry Monitoring Committee would tentatively be on October 30, 2019, based on quorum

VII. ADJOURNMENT

Alderman Barber moved and Member Knueppel seconded to adjourn the September 26, 2019 Quarry Monitoring Committee meeting at 7:55 p m All present voted 'aye', motion carried

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE December 3, 2019
REPORTS AND RECOMMENDATIONS	RESOLUTION AUTHORIZING CHANGE ORDER NO. 1 OF THE S. 51ST STREET AND W. DREXEL AVENUE INTERSECTION PROJECT TO ZIGNEGO COMPANY INC. IN THE AMOUNT OF \$173,859.73 SAVINGS AND AN ADDITIONAL 140 CALENDAR DAYS	ITEM NUMBER <i>G.II.</i>

BACKGROUND

On May 21, 2019, Common Council awarded a contract to Zignego Company Inc. - Waukesha, WI for the construction of the S. 51st Street and W. Drexel Avenue Intersection Project. This project is a unit price construction project totaling \$1,466,019.55 per the bid quantities. On August 20, 2019, Staff advised the Common Council on significant changes that were encountered and estimated the change order to be approximately \$175,000 in savings. Final costs are calculated based on measured quantities.

ANALYSIS

This is a unit price contract where the Contractor is paid per the actual quantity of each item installed. Although some items (lighting) are still awaiting delivery, there is not expected to be any more deviation in work items installed. A final accounting of the items indicates that there is a savings of \$173,859.73.

There was an issue with the lights in the plans and incompatibility with other City light poles and lamps. The project has essentially been complete since September, but the revised lights and poles have an extensive lead time and are not expected to be delivered and installed until mid-January 2020. Therefore, this change order allows the Contractor an additional 140 days (from September 13, 2019, to January 31, 2020).

OPTIONS

- A. Authorize the Final Change Order No. 1 in the amount of \$173,859.73 savings and an additional 140 calendar days.
- B. Direct other direction to Staff.

FISCAL NOTE

The current budget allocated to this project is \$1,650,000. The final construction costs with the \$173,859 savings is \$1,292,159.82.

COUNCIL ACTION REQUESTED

(Option A) Resolution 2019-_____ a resolution authorizing Change order No. 1 of the S. 51st Street and W. Drexel Avenue Intersection Project to Zignego Company Inc. in the amount of \$173,859.73 savings and an additional 140 calendar days.

Engineering: GEM

CHANGE ORDER
CITY OF FRANKLIN
DEPARTMENT OF ENGINEERING

Change Order No: 01/Final

Dated: 12/03/2019

PROJECT NAME South 51st Street and West Drexel Avenue Intersection

PROJECT LOCATION S. 51st Street / W. Drexel Avenue

CONTRACTOR: Zignego Co. Inc.

Contract For Construction of roundabout intersection

Nature of the Changes:

Final quantities as required and measured for project (see attached spreadsheet)

These changes result in the following adjustment of Contract Price and Contract Time: (CITY CONTRACT ONLY)

Original Contract Price \$ 1,466,019.55

Contract price prior to this Change Order \$ 1,466,019.55

Net Decrease resulting from this Change Order \$ (173,859.73)

Current contract price including this Change Order \$ 1,292,159.82

Net (Increase) in time resulting from this Change Order +140 (January 31, 2020)
(Days)

The above changes are Approved by:

Mayor

City Clerk

Contractor:

By: Stephen R. Olson

By: Sandra L. Wesolowski

By: _____

Date: _____

Date: _____

Date: _____

Director of Finance & Treasurer

City Attorney

By: Paul Rotzenberg

By: Jesse A. Wesolowski

Date: _____

Date: _____

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2019 - _____

A RESOLUTION AUTHORIZING CHANGE ORDER NO. 1
OF THE S. 51ST STREET AND W. DREXEL AVENUE INTERSECTION PROJECT TO
ZIGNEGO COMPANY INC. IN THE AMOUNT OF \$173,859.73 SAVINGS AND AN
ADDITIONAL 140 CALENDAR DAYS

WHEREAS, the City of Franklin awarded a contract to Zignego Company Inc. for the S. 51st Street and W. Drexel Avenue Intersection Project; and

WHEREAS, the project was a unit price contract totaling \$1,466,019.55 per the bid quantities; and

WHEREAS, the actual installed quantities resulted in a \$173,859.73 savings; and

WHEREAS, the City requested a deviation from plan materials related to the lighting system that requires an additional 140 calendar days to order, deliver, and install.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, that a contract Change Order No. 1 be approved to Zignego Company Inc. in the amount of \$173,859.73 savings and an additional 140 calendar days for the S. 51st Street and W. Drexel Avenue Intersection Project.

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2019 by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2019.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

CHANGE ORDER NO. 1 (FINAL)
South 51st Street and West Drexel Avenue Intersection
Zignego Co. Inc.

Item Number	Item Description	Units	Unit Price	Plan Quantity	Actual Quantity	Price Adjustment
204 0100	Removing Pavement	SY	\$ 10 00	2480 00	2499.60	\$ 196 00
204 0150	Removing Curb & Gutter	LF	\$ 10 00	35 00	42 10	\$ 71.00
204 0155	Removing Concrete Sidewalk	SY	\$ 10.00	150 00	179 10	\$ 291.00
204 0245 01	Removing Storm Sewer 12-Inch	LF	\$ 53 82	364 00	238 00	\$ (6,781 32)
204.0245 02	Removing Storm Sewer 18-Inch	LF	\$ 55.29	45 00	8 00	\$ (2,045 73)
305 0110	Base Aggregate Dense 3/4-Inch	TON	\$ 30 00	230 00	87 05	\$ (4,288 50)
305 0120	Base Aggregate Dense 1 1/4-Inch	TON	\$ 20 00	6550 00	6226.63	\$ (6,467 40)
305 0130	Base Aggregate Dense 3-Inch	TON	\$ 20 00	5940 00	930 98	\$ (100,180 40)
310 0110	Base Aggregate Open Graded	TON	\$ 50 00	172 00	90 17	\$ (4,091 75)
405 0100	Coloring Concrete WisDOT Red	CY	\$ 119.00	150 00	147 00	\$ (357 00)
416 0170	Concrete Driveway 7-Inch	SY	\$ 68 15	98 00	106 80	\$ 599 72
416 0512	Concrete Truck Apron 12-Inch	SY	\$ 74 35	262 00	255.20	\$ (505.58)
460 6223	HMA Pavement 3 MT 58-28 S	TON	\$ 63 20	1480 00	1454 74	\$ (1,596.43)
460 6224	HMA Pavement 4 MT 58-28 S	TON	\$ 64.40	740 00	852.68	\$ 7,256.59
465 0120	Asphaltic Surface Driveways and Field Entrances	TON	\$ 120.00	40 00	42 94	\$ 352.80
521 1015	Apron Endwalls for Culvert Pipe Steel 15-Inch	EACH	\$ 391 66	3.00	2 00	\$ (391.66)
521 3115	Culvert Pipe Corrugated Steel 15-Inch	LF	\$ 88 65	38.00	38.50	\$ 44 33
522 1018	Apron Endwalls for Culvert Pipe Reinforced Concrete 18-Inch	EACH	\$ 988.40	2 00	1.00	\$ (988 40)
601 0405	Concrete Curb & Gutter 18-Inch Type A	LF	\$ 25.30	195 00	198 00	\$ 75 90
601 0407	Concrete Curb & Gutter 18-Inch Type D	LF	\$ 21.00	805 00	796 00	\$ (189 00)
601 0411	Concrete Curb & Gutter 30-Inch Type D	LF	\$ 16 15	1517.00	1520 00	\$ 48 45
601 0582	Concrete Curb & Gutter 4-Inch Sloped 36-Inch Type T	LF	\$ 22 60	271 00	272 00	\$ 22 60
601 0600	Concrete Curb Pedestrian	LF	\$ 31 00	144.00	147.00	\$ 93 00
602 0410	Concrete Sidewalk 5-Inch	SF	\$ 8.20	11475 00	11620 00	\$ 1,189 00
608.0412	Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch	LF	\$ 89 40	258.00	262 60	\$ 411 24
608 0415	Storm Sewer Pipe Reinforced Concrete Class IV 15-Inch	LF	\$ 91.88	78.00	75 00	\$ (275 64)
608 0418	Storm Sewer Pipe Reinforced Concrete Class IV 18-Inch	LF	\$ 95.79	527 00	528 50	\$ 143 69
608 0524	Storm Sewer Pipe Reinforced Concrete Class V 24-Inch LF	LF	\$ 119 31	97 00	95 80	\$ (143 17)
612 0106	Pipe Underdrain 6-Inch	LF	\$ 6.50	3010.00	1792 00	\$ (7,917.00)
612 0206	Pipe Underdrain Unperforated 6-Inch	LF	\$ 10 00	19 00	18 00	\$ (10 00)
620 0100	Concrete Corrugated Median	SF	\$ 16 80	535 00	614 50	\$ 1,335 60
620 0300	Concrete Median Sloped Nose	SF	\$ 16 40	279 00	247 10	\$ (523 16)
624 0100	Water	MGAL	\$ 30 00	77 00	29 00	\$ (1,440 00)
625 0100	Topsoil	SY	\$ 6.00	5400.00	8021 72	\$ 15,730 32
627 0200	Mulching	SY	\$ 0 30	7000.00	4573 36	\$ (727 99)
628 1104	Erosion Bales	EACH	\$ 20 20	50 00	10 00	\$ (808 00)
628 1504	Silt Fence	LF	\$ 2.00	975 00	846.00	\$ (258 00)
628 1520	Silt Fence Maintenance	LF	\$ 0 20	2925.00	0.00	\$ (585.00)
628 1905	Mobilizations Erosion Control	EACH	\$ 358.60	5 00	3.00	\$ (717.20)
628 1910	Mobilizations Emergency Erosion Control	EACH	\$ 359.60	3.00	0.00	\$ (1,078 80)
628 2008	Erosion Mat Urban Class I Type B	SY	\$ 3 50	800 00	3448 36	\$ 9,269 26
628 2027	Erosion Mat Class II Type C	SY	\$ 5 60	290 00	0 00	\$ (1,624.00)
628 7005	Inlet Protection Type A	EACH	\$ 101 00	20 00	0 00	\$ (2,020 00)
628 7010	Inlet Protection Type B	EACH	\$ 70 70	5 00	12 00	\$ 494 90
628 7015	Inlet Protection Type C	EACH	\$ 75 80	15 00	9 00	\$ (454 80)
628 7504	Temporary Ditch Checks	LF	\$ 9.10	175 00	0 00	\$ (1,592 50)
628.7555	Culvert Pipe Checks	EACH	\$ 80.80	20.00	0.00	\$ (1,616.00)
628.7560	Tracking Pads	EACH	\$ 2,000.00	2 00	0 00	\$ (4,000 00)
628.7570	Rock Bags	EACH	\$ 20 20	20.00	9 00	\$ (222 20)
629 0210	Fertilizer Type B	CWT	\$ 65 70	7 00	5 06	\$ (127 46)
630.0140	Seeding Mixture No 40	LB	\$ 7 10	112 00	146 00	\$ 241 40
630 0200	Seeding Temporary	LB	\$ 3.60	57 00	37.00	\$ (72 00)
631 0300	Sod Water	MGAL	\$ 101 00	4.00	0 00	\$ (404 00)
631 1100	Sod Erosion Control	SY	\$ 7 10	110 00	0 00	\$ (781 00)
634 0808	Posts Tubular Steel 2x2-Inch x 8-FT	EACH	\$ 121.20	16 00	17 00	\$ 121 20
638 2602	Removing Signs Type II	EACH	\$ 15 20	21 00	0 00	\$ (319 20)

643 0300	Traffic Control Drums	DAYS	\$ 0 65	322 00	1350 00	\$ 668 20
643 0420	Traffic Control Barricades Type III	DAYS	\$ 0 95	2016.00	2761.00	\$ 707 75
643 0705	Traffic Control Warning Lights Type A	DAYS	\$ 0 10	4032 00	5522 00	\$ 149 00
643 0900	Traffic Control Signs	DAYS	\$ 0 60	10920.00	11043 00	\$ 73 80
643 1000	Traffic Control Signs Fixed Message	SF	\$ 10 00	399 00	398.50	\$ (5 00)
645 0111	Geotextile Type DF Schedule A	SY	\$ 4 00	1675 00	1521 00	\$ (616 00)
645 0220	Geogrid Type SR	SY	\$ 4 00	3300 00	813 33	\$ (9,946 68)
646 1005	Marking Line Paint 4-Inch	LF	\$ 1 05	5000.00	4843 00	\$ (164 85)
646.6320	Marking Dotted Extension Epoxy 18-Inch	LF	\$ 17 00	90 00	82 00	\$ (136 00)
646.7105	Marking Diagonal Paint 12-Inch	LF	\$ 9 15	170.00	169.00	\$ (9.15)
646 7420	Marking Crosswalk Epoxy Transverse Line 6-Inch	LF	\$ 15 50	300.00	292 00	\$ (124 00)
646 8005	Marking Corrugated Median Paint	SF	\$ 9 25	170 00	181 10	\$ 102 68
646.8105	Marking Curb Paint	LF	\$ 12 75	40 00	14 40	\$ (326.40)
690.0150	Sawing Asphalt	LF	\$ 2 00	170.00	199 00	\$ 58 00
690 0250	Sawing Concrete	LF	\$ 3.00	80 00	72 00	\$ (24 00)
SPV 0035 01	Excavation Below Subgrade	CY	\$ 22 00	2700.00	405 63	\$ (50,476 14)
SPV 0090 02	Marking Crosswalk Epoxy Ladder Pattern 12-Inch	LF	\$ 16 00	390 00	398 00	\$ 128 00
612.0902.S.01	Insulation Board Polystyrene 2-Inch	SY	\$ 40 09	20 00	0 00	\$ (801 80)
SPV.0090.01	Hydrant Lead C-900 PVC 6-Inch	LF	\$ 132 03	26 00	24 50	\$ (198 05)
652 0225	Conduit Rigid Nonmetallic Schedule 40 2-Inch	LF	\$ 4 92	1400 00	1268 00	\$ (649 44)
652 0235	Conduit Rigid Nonmetallic Schedule 40 3-Inch	LF	\$ 5 80	390 00	691.00	\$ 1,745 80
655 0615	Electrical Wire Lighting 10 AWG	LF	\$ 0 91	360.00	1650 00	\$ 1,173 90
655 0620	Electrical Wire Lighting 8 AWG	LF	\$ 0 94	3560 00	4125 00	\$ 531 10
655 0630	Electrical Wire Lighting 4 AWG	LF	\$ 1 32	1950 00	2223 00	\$ 360 36
SPV 0060.13	Quazite Pull Boxes 13"x24"	EACH	\$ 654 00	1 00	12.00	\$ 7,194 00
SPV 0060 14	Quazite Pull Boxes 12"x12"	EACH	\$ 414 00	7 00	0 00	\$ (2,898 00)
New Item	SS Pipe Reinf Conc CL IV 18-Inch	LF	\$ 110 00	110 00	106 50	\$ (385 00)
New Item	Corr Culvert Pipe Steel 18-Inch	LF	\$ 145 00	17 00	18 00	\$ 145 00
New Item	5" Sidewalk	SF	\$ 10 20	1265.00	1017 50	\$ (2,524 50)
TOTAL ALL CHANGES						\$ (173,859 73)

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE December 3, 2019
Reports & Recommendations	REQUEST TO BID 2020 LOCAL ROAD PROGRAM AND S. 68 TH STREET VERTICAL SIGHT CURVE IMPROVEMENTS	ITEM NO. <i>6,12.</i>

BACKGROUND

Pursuant to Municipal Code section 19.11, Common Council must authorize the solicitation of bids for public construction that exceeds \$25,000.

The proposed 2020 Road Program was presented to the Board of Public Works on July 9, 2019, and forwarded to the City Finance Director. The Engineering Department requested approximately \$1,200,000. Depending on bids, portions of the following roads are included this year: W. Tumblecreek Drive; S. 50th Street; W. Hilltop Lane; S. Chapel Hill Drive; W. Beacon Hill Drive; S. 68th Street; W. Briarwood Drive; S. 41st Street; S. Scherrei Drive; W. Shields Drive; W. Franklin Drive; and W. Puetz Road. The prioritized list is attached. If the bids do not allow all roads to be included, roads will be eliminated from the bottom of the list moving up.

Another project budgeted for next year involves reconstruction of segments of S. 68th Street that abut the S. 68th Street Road Program segment. The City would like to bid them at the same time.

OPTIONS

- A. Direct Staff to proceed to advertise and bid both projects. Note that the bids will return to Common Council for awarding projects. Or,
- B. Refer back to Staff with further direction.

FISCAL NOTE

The approved appropriations are \$1,100,000 for the 2020 Local Road Improvement Plan and \$300,000 for the S. 68th Street Vertical Sight Curve Improvements.

RECOMMENDATION

(Option A) Direct Staff to solicit contractors per compliance with applicable public works bidding requirements for the 2020 Local Road Program and S. 68th Street Vertical Sight Curve Improvements.

Engineering Department: SAA

2020 LOCAL STREET IMPROVEMENT PROGRAM PRIORITIZED LISTING

<u>STREET</u>	<u>LIMITS</u>	<u>LENGTH(LF)</u>	<u>SECTION</u>	<u>PULVERIZE/MILL</u>
W. Tumblecreek Dr	S. 51 st St. to S. 46 th St.	1,640	Urban	Mill
S. 50 th St.	W. Tumblecreek Dr. to 160 ft. south of W. Tumblecreek Dr.	160	Urban	Mill
W. Hilltop Ln.	S. Sherwood Dr. to S. 35 th St.	1,000	Urban	Mill
S. Chapel Hill Dr.	W. Cascade Dr/S. Mission Dr. to W. Beacon Hill Dr.	1,175	Urban	Mill
W. Beacon Hill Dr.	S. Chapel Hill Dr. to S. Scepter Dr.	770	Urban	Mill
S. 68 th St.	W. Wild Flower Ct/W. River Terrace Dr. to W. Drexel Ave.	1,620**	Rural	Pulverize
S. 68 th St.	158 ft. north of Wildwood Creek Ct. to W. Lindner Dr.	1,960	Rural	Pulverize
W. Briarwood Dr.	S. 29 th St. to S. 27 th St.	610	Urban	Mill
S. 41 st St.	W. Southwood Dr. to Hilltop Ct.	1,030	Urban	Mill
S. Scherrei Dr.	W. St Martins Rd. to W. Scherrei Dr.	1,440	Rural	Pulverize
W. Beacon Hill Dr.	S. Forest Meadows Dr. to S. 79 th St.	1,235	Urban	Mill
W. Shields Dr.	S. 116 th St. to S. Carroll Cir.	1,040	Rural	Pulverize
W. Franklin Dr.	Ironwood Dr. to Basswood Dr.	860	Urban	Mill
W. Puetz Rd.	W. Yorkshire Cir. To S. 27 th St.	2,405	Rural	Pulverize
S. Chapel Hill Dr.	W. Beacon Hill Dr. to Chapel Hill Ct.	1,220	Urban	Mill
TOTAL		18,165		

**** Length is actually 2,420 feet but 800 feet will be reconstructed and repaved as a separate project.**

APPROVAL <i>slw RL</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE Dec 3, 2019
REPORTS & RECOMMENDATIONS	Acceptance of Developer Guarantee as payment of Water Impact Fees upon issuing building permit in compliance with State Statute 66.0617 (6) g but in conflict with Franklin Ordinance 92-9 and the form thereof.	ITEM NUMBER <i>G, 13.</i>

Background

Franklin Ordinance 92-9 requires Impact fees to be paid upon issuing a building permit. A recent State Statute 66.0617(6) g provides:

“the developer shall maintain in force a bond or irrevocable letter of credit in the amount of the unpaid fees executed in the name of the municipality”

For any total impact fee that exceeds \$75,000, the city must accept a bond or irrevocable letter of credit for a period of four years for any Impact fee that has not been spent by the municipality. The Common Council recently scheduled a Public Hearing regarding Proposed Amendments to the Impact Fee Ordinance addressing necessary changes related to Statutory requirements.

As a condition of City infrastructure grants included in the recently completed Amendment to the TID5 Developer's Agreement, the Developer was to pull building permits for the MOSH and Luxe Golf projects.

Ballpark Commons Developer has request that the City accept the Developer's Personal Guarantee for the \$500,486 of Water Impact fees on the MOSH and Luxe Golf building permits.

Analysis

The State Statute permits Impact fees that have not been spent by the municipality to be paid by a 'bond' or 'irrevocable letter of credit' for a period of four years or six months prior to expending the Impact fees. The City of Franklin currently holds \$2,550,000 of unspent Water Impact fees. The Water Utility is working on a new Elevated Water Storage Tank that is included in the 2002 Impact Fee Study that would expend all of those funds. The project is currently scheduled for 2021.

The City has accepted the Developer's personal guarantee on TID5 Debt Service. The Developer has requested that the personal guarantee extend to the Water Impact Fees for the MOSH and Luxe Golf projects.

The subject matter has been presented to the Legal Services Department for review at the time of this writing.

Recommendation

A copy of the Continuing Guaranty on the TID5 Debt Service is attached. This document would need to be amended to include the Water Impact fees.

The Developer will provide the form of the guarantee at the December 3, 2019 meeting.

COUNCIL ACTION REQUESTED

Motion to Accept the Developer Guarantee, in a form as approved by the City Attorney, as payment of Water Impact Fees upon issuing building permit in compliance with State Statute 66.0617(6) g.

CONTINUING GUARANTY (UNLIMITED)

THIS CONTINUING GUARANTY (UNLIMITED) ("Guaranty") is made as of this ____ day of February 2018, by Michael E. Zimmerman, an individual resident of Wisconsin ("Guarantor"), in favor of the City of Franklin, a Wisconsin municipal corporation (the "City").

WITNESSETH:

WHEREAS, Guarantor is owner of BPC Master Developer, LLC, a Wisconsin limited liability company ("Developer"). Developer and the City are party to a Development Agreement dated February __, 2018 (the "Development Agreement");

WHEREAS, Developer and/or Developer's affiliates are the owners of that certain real property legally described in Exhibit A attached hereto (the "Property").

WHEREAS, the Property is located within the boundaries of Tax Incremental District No. 5, City of Franklin, Wisconsin (the "District"). Pursuant to Wis. Stat. § 66.1105, the City adopted a plan for redevelopment within the District

WHEREAS, the Developer plans on constructing a mixed-use development consisting of a stadium, sports village, restaurants, apartments, retail buildings, a hotel and offices on the Property, with an estimated development cost of approximately One Hundred Thirty Million and No/100 US Dollars (\$130,000,000) (the "Project").

WHEREAS, pursuant to the Development Agreement, the City has agreed to fund up to Twenty Two Million Five Hundred Twenty One Thousand Four Hundred Eighty Four and No/100 US Dollars (\$22,521,484) through the issuance of one or more general obligation bonds, promissory notes, or note anticipation notes, revenue bonds or combination thereof (the "GO Bonds").

WHEREAS, as a condition of issuing the GO Bonds and paying for all or some of the TIF Improvements, the City has required that Guarantor execute and deliver this Guaranty. Based on sound business judgment, Guarantor deems it in Guarantor's best interest to execute and deliver to the City the Guaranty because, among other considerations, Guarantor has an interest in or relationship with Developer, and Guarantor expects to derive valuable benefits as a result of the Project.

NOW, THEREFORE, in consideration of the above and other valuable consideration, receipt and sufficiency of which are acknowledged, Guarantor agrees as follows:

Section 1. Nature of Guaranty. This is an unlimited and continuing guaranty of payment. Developer has agreed to create at least (i) Twenty Million Dollars (\$20,000,000) of new assessed value as the result of the construction of the Project on or before January 1, 2019, (ii) Fifty Million Dollars (\$50,000,000.00) of new assessed value as a result of the construction of the Project on or before January 1, 2020, and (iii) Ninety-Four Million (\$94,000,000.00) of new assessed value as a result of construction of the Project on or before January 1, 2021, and to maintain such assessed values until the GO Bonds have been paid in full or defeased. In the event of a violation of this covenant, the City may demand in writing that Guarantor pay any shortfall on the regularly scheduled principal and interest payments on the GO Bonds caused by such violation (the "Obligations"). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the City to issue the GO Bonds, the Guarantor guarantees the payment, on a continuing basis, of all the Obligations when due. Notwithstanding the foregoing, each of Guarantor's payments of the Obligations under this Agreement shall be (1) limited in

proportion to the actual amounts disbursed under the Disbursing Agreement (as defined in the Development Agreement), towards the TIF Improvements and the City expenses expressly permitted under the Development Agreement, plus interest thereon, and (2) based on the actual or assumed payment obligations under the GO Bonds which are amortized over the life of the District, regardless of whether the City funds the City Bond Payments using shorter term debt. This Guaranty shall automatically terminate on the date that the GO Bonds have been paid in full or defeased. In the event that any Tax Increment is not applied as set forth in the Development Agreement due to the City's non-appropriation of such funds, then the Obligations hereunder shall be reduced on a dollar for dollar basis so that such reduction in the Obligations is equal to the amount of Tax Increment that the City failed to appropriate in accordance with the Development Agreement.

Section 2. Notice to Guarantor. BY SIGNING BELOW, YOU ARE BEING ASKED TO GUARANTY PAYMENT OF THE PAST, PRESENT AND FUTURE OBLIGATIONS OF THE DEVELOPER. YOU MAY ALSO HAVE TO PAY THE COSTS OF COLLECTION. THE CITY CAN COLLECT THE OBLIGATIONS AND COSTS OF COLLECTION FROM YOU WITHOUT FIRST TRYING TO COLLECT FROM THE DEVELOPER OR ANOTHER GUARANTOR OR FROM ANY COLLATERAL FOR THE OBLIGATIONS.

Section 3. Guaranty of Payment. The City may, at its option, proceed directly without notice against Guarantor to collect and recover the full amount of the Obligations from Guarantor hereunder, without proceeding against Developer or any collateral securing the Obligations.

Section 4. Waiver by Guarantor. The Guarantor waives:

- (a) notice of acceptance of this Guaranty by the City;
- (b) notice of presentment, demand for payment, notice of default or nonpayment, protest and notice of dishonor of any of the Obligations;
- (c) notice of any payment to the City of any of the Obligations; and
- (d) all other demands and notices of every kind in connection with this Guaranty or any of the Obligations, except a notice of an "Event of Default" hereunder.

Section 5. Unconditional Payment. If any payment received by the City hereunder shall be deemed by a court of competent jurisdiction to have been a voidable preference under any bankruptcy, insolvency, or other debtor relief law, then the obligation to make such payment shall survive and shall not be discharged or satisfied with any prior payment thereof, but shall remain a valid and binding obligation enforceable in accordance with the terms and provisions hereof, and such payment shall be immediately due and payable. Guarantor agrees not to assert at any time against Developer or its successors or assigns any right or claim to indemnification, reimbursement, contribution or payment for or with respect to any and all amounts which Guarantor may pay to the City, and Guarantor waives and releases all such rights and claims to indemnification, reimbursement, contribution or payment from Developer, its successors or assigns.

Section 6. No Impairment. Guarantor further agrees that the validity of this Guaranty and the Obligations and liability of Guarantor hereunder shall not be affected or impaired by any act of the City, including, but not limited to, the City's:

- (a) extension, in whole or in part, by renewal or otherwise, of the time for the payment of any of the Obligations or the performance of any term or condition of any transaction in connection with any of the Obligations;
- (b) release, surrender, exchange, modification, impairment or extension of the period of duration, or the time for performance or payment, or any collateral securing any of the Obligations;
- (c) settlement, compromise, release, surrender, modification or impairment and enforcement and exercise, or failure to or refusal to enforce or exercise, any claims, rights, or remedies of any kind and nature against the Developer, or any other party presently or hereafter liable for the Obligations, or any collateral security held by the City for any of the Obligations; and
- (d) subordination of the Obligations, or any part, to any other indebtedness now or hereafter owing by the Developer to anyone.

Section 7. Guarantor's Representations Guarantor hereby represents, warrants and agrees as follows:

- (a) no event has occurred, nor will any event occur upon the making and execution of this Guaranty or the compliance with its terms, or upon the consummation of the transaction herein contemplated, which either by itself or with the lapse of time, or the giving of notice or both, would give any creditor of Guarantor the right to accelerate the maturity of any material indebtedness of the Guarantor;
- (b) Guarantor is not in default nor does Guarantor anticipate default by Guarantor under any loan, lease, agreement or instrument, or any law, rule, regulation, order, writ, injunction, decree, determination or award, noncompliance with which would materially adversely affect Guarantor's assets or financial condition;
- (c) Guarantor has no outstanding unpaid tax liabilities (except for taxes which are currently accruing, but are not delinquent), and no tax deficiencies have been proposed or assessed against the Guarantor which would materially adversely affect Guarantor's assets or financial condition;
- (d) Guarantor is not a party to any litigation or administrative proceeding, nor is Guarantor aware of any threatened litigation or administrative proceeding which in either case would, if adversely determined, cause any material adverse change in Guarantor's assets or financial condition;
- (e) The Obligations set forth in this Guaranty are incurred in the interest of the Guarantor's marriage or family; and
- (f) no information, exhibit or report furnished by the Guarantor to the City in connection with the negotiation or execution of the Development Agreement or this Guaranty contained any material misstatement of fact as of the date when made, or omitted to state a material fact or any fact necessary to make the statements contained therein not misleading as of the date when made.

Section 8. Acknowledgements by Guarantor. Guarantor acknowledges and agrees that the City has not made any representations or warranties with respect to the enforceability of the Development

Agreement against Developer or any collateral secured thereby, or as to Developer's financial condition. Guarantor hereby acknowledges having received and reviewed a true copy of the Development Agreement. Guarantor further acknowledges and agrees that Guarantor has independently determined the financial condition of Developer.

Section 9. Guarantor's Additional Covenants. Guarantor covenants that so long as the Obligations remain outstanding and unless otherwise waived or consented to in writing by the City, the Guarantor shall:

- (a) promptly notify the City of the occurrence of any event which would create a material adverse change in the Guarantor's assets or financial condition; and
- (b) pay and discharge, when due, all of Guarantor's taxes, assessments and other liabilities prior to delinquency, except when the payment thereof is being contested in good faith by appropriate legal procedures which will avoid foreclosure of liens securing such items, and with adequate reserves provided therefor.

Section 10. Joint and Several Liability. Guarantor acknowledges that Guarantor's liability hereunder is joint and several. The City shall have no obligation to exercise any rights under this Guaranty against more than one person or entity liable for the Obligations, and may proceed against one or any number of persons or entities liable for the Obligations, including Guarantor, without proceeding against all or any others liable for the Obligations. The City, at its option, may proceed in the first instance against Guarantor on this Guaranty to collect any of the Obligations, without first proceeding against Developer, any other guarantors or other persons or entities who may be liable for any of the Obligations, or against any collateral security previously, contemporaneously or subsequently given to the City to secure any of the Obligations by Developer, Guarantor or any other person.

Section 11. Modification. No modification of any provision of this Guaranty will be binding upon the City except as expressly set forth in a writing duly signed by and delivered on behalf of the City.

Section 12. Time is of the Essence. Time is of the essence with respect to all payment provisions of this Guaranty.

Section 13. Binding Effect. This Guaranty benefits the City, its successors and assigns, and binds Guarantor, his heirs and personal representatives.

Section 14. Severability. In the event any provision of this Guaranty is determined by a court of competent jurisdiction to be prohibited or unenforceable in any jurisdiction, this Guaranty and such provision shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Guaranty, which shall remain in full force and effect.

Section 15. Governing Law. This Guaranty shall be interpreted, construed, and enforced according to the laws of the State of Wisconsin.

Section 16. Notices. All notices required or permitted by this Agreement shall be in writing and shall be deemed to have been given (i) upon delivery to an officer or designated representative of the person entitled to such notice, if hand delivered, or (ii) two business days following deposit in the United States mail, postage prepaid, or with a nationally recognized overnight commercial carrier that will certify as to the date and time of delivery, airbill prepaid,

or (iii) upon transmission if by facsimile, and each such communication or notice shall be addressed as follows, unless and until any of such parties notifies the other in accordance with this Section of a change of address:

If to the City: City of Franklin
9229 West Loomis Road
Franklin, WI 53132
Attention: Director of Economic Development
Facsimile No.: 414-427-7691

With a Copy to: City of Franklin
9229 West Loomis Road
Franklin, WI 53132
Attention: City Clerk
Facsimile No.: 414-425-6428

If to the Developer:
Michael E. Zimmerman
510 West Kilbourn Avenue, 2nd Floor
Milwaukee, WI 53202
Facsimile No.: 1-414-224-9290

With a copy to:
Matthew K. Impola
Foley & Lardner LLP
777 East Wisconsin Avenue
Milwaukee, WI 53202-5306
Facsimile No.: 1-414-297-4900

Section 17. Capitalized Terms. Capitalized terms not specifically defined herein shall have the same meaning as in the Development Agreement.

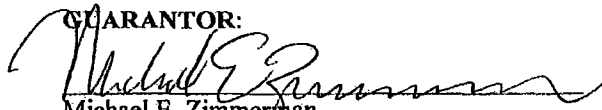
Section 18. Collection Expenses; Event of Default. If this Guaranty is placed in the hands of an attorney for collection following the occurrence of an Event of Default hereunder, Guarantor agrees to pay to the City upon demand all costs and expenses, including, all attorneys' fees and court costs incurred by the City in connection with the enforcement or collection of all sums due under this Guaranty (whether or not any action has been commenced by the City to enforce or collect such sums as are due under this Guaranty) or in successfully defending any counterclaim or other legal proceeding brought by Guarantor contesting the City's right to collect the sums due under this Guaranty. An "Event of Default" hereunder shall mean that Guarantor fails to perform or observe any agreement, covenant, term or provision contained in this Guaranty and such failure continues for a period of seven (7) business days after Guarantor's receipt of written notice from City.

Section 18. Entire Agreement. This Guaranty is intended by Guarantor and the City as a final expression of this Guaranty and as a complete and exclusive statement of its terms, there being no conditions to the full effectiveness of this Guaranty. This Guaranty may not be supplement or modified except in writing signed by both parties. This is a continuing guaranty and shall remain in full force and effect until Lender receives written notice of revocation due to the death of the Guarantor. Upon actual notice of death,

this Guaranty shall continue in full force and effect as to all Obligations contracted for or incurred prior to the Guarantor's death. Obligations contracted for or incurred before revocation shall include any credit extended after revocation pursuant to commitments made before revocation, including any GO Bonds issued. This Guaranty benefits the City and bind's Guarantor, and Guarantor's respective heirs, personal representatives, successor and assigns.

Guarantor agrees that Guarantor has read and fully understands the terms of this Guaranty, and that Guarantor has had the opportunity to be advised by Guarantor's attorney with respect to this Guaranty.

In witness whereof, the undersigned has executed this Guaranty as of the date first written above.

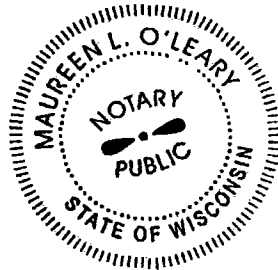
GUARANTOR:

Michael E. Zimmerman

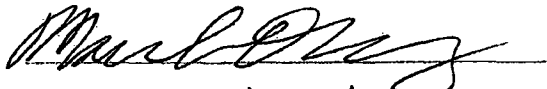
The undersigned, hereby signs below to represent and acknowledge that this Guaranty is incurred in the interest of her marriage or family.

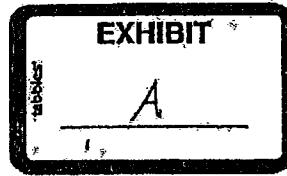

Bridget A. Zimmerman

STATE OF)
) ss.
WISCONSIN)

This Guaranty was signed and acknowledged before me on this 17th day of February, 2018, by Michael E. Zimmerman and Bridget A. Zimmerman.




Notary Public, Milwaukee County, Wis.
My Commission ~~expires~~ is permanent



Parcel 1

That part of the Southwest $\frac{1}{4}$ of Section 4, in Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows: Commencing at a point on the East line of said Southwest $\frac{1}{4}$ of Section 4, which is 918.81 feet North of the Southeast corner of said $\frac{1}{4}$ Section; thence North on the East line 400.00 feet to a stone monument; thence West on the East and West $\frac{1}{8}$ line 544.50 feet to a point; thence South and parallel to the East line 400.00 feet to a point; thence East and parallel to the said $\frac{1}{4}$ line 544.50 feet to the place of beginning.

For Informational Purposes Only:

Tax Key No. 745-8998-000

Parcel 2:

Outlot 1, in Block 1 in Whitnall View Addition No. 1, being a subdivision of a part of the Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 4, in Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin.

For Informational Purposes Only:

Tax Key No. 745-0029-000

Parcel 3:

Outlot 1 of Certified Survey Map No. 3107, recorded on July 11, 1977, in reel 1030, Image 1316, as Document No. 5119257, being a part of the Southwest $\frac{1}{4}$ of Section 4, in Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin. Excepting therefrom the lands described in the Warranty Deed recorded November 6, 1998 as Document No. 7629111.

For Informational Purposes Only:

Tax Key No. 745-8999-004

Parcel 4:

Outlot 1 of Certified Survey Map No. 3931, recorded October 24, 1980 in Reel 1333, Image 129, as Document No. 5434959, being a part of the Southeast $\frac{1}{4}$ of Section 4, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin.

For Informational Purposes Only:

Property Address 8230 W. Rawson Avenue

Tax Key No. 744-8985-002

Parcel 5:

Parcel 1 of Certified Survey Map No. 3931, recorded October 24, 1980 in Reel 1333, Image 129, as Document No. 5434959, being a part of the Southeast $\frac{1}{4}$ of Section 4, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin. Excepting therefrom the lands described in the Warranty Deed recorded November 6, 1998 as Document No. 7629111.

For Informational Purposes Only:

Property Address: 8230 W. Rawson Avenue

Tax Key No. 744-8985-001

Parcel 6A:

That part of the Southeast $\frac{1}{4}$ of Section 4, in Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows: Commencing at the Northeast corner of said $\frac{1}{4}$ Section; thence South $89^{\circ}51'33''$ West along the North line of said $\frac{1}{4}$ Section, 1324.72 feet to the North and South $\frac{1}{8}$ line of said $\frac{1}{4}$ Section; thence South $0^{\circ}54'45''$ West along said $\frac{1}{8}$ line, 905.13 feet to the place of beginning of land to be described; continuing thence South $0^{\circ}54'45''$ West along the said $\frac{1}{8}$ line, 1010.0 feet to a point; thence South $7^{\circ}08'$ West 174.78 feet to a point; thence South $0^{\circ}37'$ West 244.20 feet to a point in the center line of West Loomis Road, 406.47 feet to the point of intersection with the South line of said $\frac{1}{4}$ Section; thence West along the South line of said $\frac{1}{4}$ Section, 382.40 feet to a point; thence North $0^{\circ}56'$ East along the East line of the West $\frac{1}{2}$ of the West $\frac{1}{2}$ of said $\frac{1}{4}$ Section, 1731.87 feet to a point; thence North $89^{\circ}51'33''$ East and parallel to the North line of said $\frac{1}{4}$ Section 662.60 feet to the place of beginning, excepting therefrom the South 60.0 feet and the Southeasterly 33.0 feet for street purposes. Excepting therefrom those lands conveyed in Document No. 4382939.

Parcel 6B:

That part of the East $\frac{1}{2}$ of Section 4, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows: Beginning at the Southeast corner of the Northeast $\frac{1}{4}$ of said Section; thence North along the East line thereof, 519.25 feet to a point; thence West on a line parallel to the South line of said Northeast $\frac{1}{4}$ Section, 204.0 feet to a point in a 40 foot right-of-way; thence Southwesterly along said right-of-way to a point on the South line of said Northeast $\frac{1}{4}$ Section, said point being 948.5 feet West of the Southeast corner of said $\frac{1}{4}$ Section; thence West along the North line of the Southeast $\frac{1}{4}$ section to a point on the North and South $\frac{1}{8}$ line of said Southeast $\frac{1}{4}$ section, said point being 1324.72 feet West of the Northeast corner of said Southeast $\frac{1}{4}$ Section; thence South along said $\frac{1}{8}$ line, 303 feet to a point; thence West on a line parallel to the North line of said Southeast $\frac{1}{4}$ Section, 662.45 feet to a point; thence South 602.13 feet to a point, said point being 662.60 feet West of said $\frac{1}{8}$ line; thence east on a line parallel to the North line of said Southeast $\frac{1}{4}$ Section; 662.60 feet to a point on said $\frac{1}{8}$ line; thence continuing Easterly on a line 662.62 feet to a point, said point being 663.25 feet West of the Southeast corner and 1733.79 feet North of the South line of said $\frac{1}{4}$ Section; thence North on a line 906.73 feet to a point on the North line of said Southeast $\frac{1}{4}$ Section, said point being 662 feet West of the Northeast corner of said Southeast $\frac{1}{4}$ Section; thence East along said North line to a point of beginning. Excepting therefrom that part of the Northeast $\frac{1}{4}$ of Section 4, in Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows: Commencing at the Southeast corner of said $\frac{1}{4}$ Section; thence North along the East line thereof, 519.25 feet to a point; thence North $87^{\circ}16'$ West on a line parallel to the South line of said $\frac{1}{4}$ Section, 204.0 feet to a point in a 40 foot right-of-way; thence Southwesterly along said right-of-way, to a point in the South line of said $\frac{1}{4}$ Section, 948.5 feet West of the Southeast corner of said $\frac{1}{4}$ Section; thence East along the South line of said $\frac{1}{4}$ Section to the point of beginning, excepting therefrom the East 60 feet thereof.

Parcel 6C:

The North 303 feet of the East $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 4, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin.

Parcel 6D:

That part of the West $\frac{1}{2}$ of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 4, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows, to-wit: Beginning at a point in the center line of the old Loomis Road (formerly State Trunk Highway 36) which point is South $89^{\circ}06'$ West 663.25 feet along the South line of said $\frac{1}{4}$ Section from the Southeast corner of

Section 4; thence North 1003.85 feet to the center of Loomis Road; thence South 50°49' West along said center line 283.58 feet; thence South 42°14' West along said center line 90.56 feet which is the place of beginning of the land herein to be described; thence continuing South 42°14' West 135.01 feet; thence North 69°29' West 311.87 feet; thence North 0°02' East 957.79 feet; thence North 89°07' West 279.90 feet; thence South 0°02' West 414.02 feet to the place of beginning.

Parcel 6E:

That part of the Southeast ¼ of Section 4, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows: Commencing at the Northeast corner of the above said ¼ Section; thence Westerly along the North line of said ¼ Section, 662.00 feet; thence South 0°00'00" West on a line a distance of 1,200.00 feet to the point of beginning, said line if extended would intersect the South line of the ¼ Section, 663.25 feet West of the Southeast corner of said ¼ Section; thence continuing along said line, South 0°00'00" West, 264.60 feet; thence South 89°07'00" West, 279.90 feet; thence South 0°02'00" West, 354.31 feet to a point in the highway right-of-way of "Old Loomis Road" as laid out and traveled on January 1, 1997; thence along said highway right-of-way North 40°21'43" East, 1,009.10 feet to the point of beginning. Together with that part of the Southeast ¼ of Section 4, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows: Commencing at the Northeast corner of said ¼ Section; thence South along the East line of said ¼ Section, 981.07 feet; thence West 60 feet to the point of beginning, said point being the intersection of the West right-of-way line of South 76th Street and the North right-of-way line of relocated Old Loomis Road as laid out and traveled on June 1, 1973; thence continuing West along the North right-of-way line of said Old Loomis Road, 49.07 feet to the point of beginning of a curve; thence Westerly along said North right-of-way line 95.18 feet along the arc of a curve concave to the Southeast, said curve having a radius of 234.04 feet and a long chord of 94.53 feet bearing South 78°20'55" West; thence North 52°57'46" East, 177.46 feet to a point on the West right-of-way line of South 76th Street; thence South along said West right-of-way line, 87.80 feet to the point of beginning.

Parcel 6F:

That part of the Southeast ¼ of Section 4, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows: Beginning at the Northeast corner of said ¼ Section; thence continuing West along the North line of said ¼ Section 662 feet to a point; thence South on a line, which line runs 2421.40 feet to a point 215 feet North of the South line and 663.25 feet West of the East line of said ¼ Section (measured parallel respectively to the East and South line), 1200 feet to a point; thence East and parallel to the North line of said ¼ Section 185 feet to a point; thence Northeasterly on a line to a point on the East line of said ¼ Section, 848 feet South of the Northeast corner thereof; thence North along the East line of said ¼ Section to the point of beginning.

For Informational Purposes Only
Tax Key No. 744-8980-001

Parcel 7:

That part of the Southeast ¼ of Section 4, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows: Commencing at a point on the West line of the East ½ of said ¼ Section, 326 feet North of the South line, said point being the center line of West Loomis Road; thence North along the West line of the East ½ of said ¼ Section, 450 feet to a point; thence South 69°44' East, 311 feet to a point in the center line of West Loomis Road, 448.70 feet to the place of beginning. Excepting therefrom that part of the Southeast ¼ of Section 4, in Township 5 North, range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows:

Commencing at the Northeast corner of said $\frac{1}{4}$ Section; thence westerly along the North line of said $\frac{1}{4}$ Section, 1324.72 feet to the North and South $\frac{1}{8}$ line; thence South $0^{\circ}54'45''$ West along the $\frac{1}{8}$ line, 1915.13 feet to the place of beginning of lands to be described; thence South $55^{\circ}53'15''$ East 109.36 feet; thence South $57^{\circ}44'15''$ East 43.87 feet; thence South $80^{\circ}59'15''$ East 21.11 feet; thence South $68^{\circ}32'15''$ East 28.90 feet; thence South $49^{\circ}04'15''$ East 62.90 feet to a point in the center line of West Loomis Road; thence North $41^{\circ}20'45''$ East along the center line of West Loomis Road 104.00 feet to a point; thence North $68^{\circ}36'15''$ West 311.87 feet to a point in the said $\frac{1}{8}$ line; thence South $0^{\circ}54'45''$ West along said $\frac{1}{8}$ line, 52.21 feet to the place of beginning.

For Informational Purposes Only:
Tax Key No. 744-8988-000

Parcel 8:

That part of the Southeast $\frac{1}{4}$ of Section 4, in Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows: Commencing at the Northeast corner of said $\frac{1}{4}$ Section; thence westerly along the North line of said $\frac{1}{4}$ Section, 1324.72 feet to the North and South $\frac{1}{8}$ line; thence South $0^{\circ}54'45''$ West along the $\frac{1}{8}$ line, 1915.13 feet to the place of beginning of lands to be described; thence South $55^{\circ}53'15''$ East 109.36 feet; thence South $57^{\circ}44'15''$ East 43.87 feet; thence South $80^{\circ}59'15''$ East 21.11 feet; thence South $68^{\circ}32'15''$ East 28.90 feet; thence South $49^{\circ}04'15''$ East 62.90 feet to a point in the center line of West Loomis Road; thence North $41^{\circ}20'45''$ East along the center line of West Loomis Road 104.00 feet to a point, thence North $68^{\circ}36'15''$ West 311.87 feet to a point in the said $\frac{1}{8}$ line; thence South $0^{\circ}54'45''$ West along said $\frac{1}{8}$ line, 52.21 feet to the place of beginning.

For Informational Purposes Only.
Tax Key No. 744-8989-000

Parcel 9:

That part of the Southeast $\frac{1}{4}$ of Section 4, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, described as follows: Commence at the Southeast corner of said Section 4, run thence North $00^{\circ}00'00''$ West, on an assumed bearing, along the East line of said Section, 1594.42 feet; thence North $90^{\circ}00'00''$ West 60.00 feet to the West right-of-way of 76th Street and the point of beginning of this description; run thence South $00^{\circ}00'00''$ East 205.00 feet along said right-of-way; thence South $58^{\circ}00'00''$ West, 300.00 feet; thence South $20^{\circ}30'00''$ West 385.00 feet; thence South $37^{\circ}33'55''$ West 201.65 feet; thence South $48^{\circ}16'12''$ West 330.78 feet; thence South $61^{\circ}02'50''$ West 578.18 feet to a point located 230 feet North of, as measured normal to, the South line of said Section; thence South $89^{\circ}08'18''$ West 39.61 feet parallel with the South line of said Section; thence North $40^{\circ}22'33''$ East 1740.48 feet; thence North $56^{\circ}11'16''$ East 141.03 feet; thence North $90^{\circ}00'00''$ East 49.07 feet to the point of beginning.

For Informational Purposes Only:
Tax Key No. 744-8981-000

Parcel 10:

That part of the East $\frac{1}{2}$ of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 4, Town 5 North, Range 21 East that lies within the City Limits of the City of Franklin, County of Milwaukee, State of Wisconsin. Together with that part of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 4, Town 5 North, Range 21 East that lies within the City Limits of the City of Franklin, County of Milwaukee, State of Wisconsin. Excepting therefrom that part of the Northeast $\frac{1}{4}$ of Section 4, in Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows: Commencing at the

Southeast corner of said ¼ Section; thence North along the East line thereof, 519.25 feet to a point; thence North 87° 16' West on a line parallel to the South line of said ¼ Section, 204.0 feet to a point in a 40 foot right-of-way; thence Southwesterly along said right-of-way, to a point in the South line of said ¼ Section, 948.5 feet West of the Southeast corner of said ¼ Section; thence East along the South line of said ¼ Section to the point of beginning, excepting therefrom the East 60 feet thereof. Further Excepting therefrom all that part of the Northeast 1/4 of Section 4, town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows: Commencing at the Southeast Corner of Said 1/4 Section; running thence North 03° 51' 30" East on the East Line of Said 1/4 Section, 519.25 feet to a point; thence North 87° 16' West, 582.23 feet to the place of beginning of the Land to be described; thence continuing North 87° 16' West, 148.77 feet to a point in the Easterly line of the park described in Document No. 2137727; Thence South 03° 51' 30" West and parallel to the East Line of Said 1/4 Section, 367.55 feet to a point; thence North 58° 12' 34" East, 255.43 Feet to a Point; Thence North 11° 00' 30" West, 229.27 feet to the place of beginning; together with a non-exclusive right-of-way 40 feet wide, extending from the Southeasterly corner of the above described premises to South 76TH street the center line of Said right-of-way being an Extension in a Northeasterly Direction of the Southerly line of the above-described premises. Further excepting therefrom all that part of the Northeast 1/4 of Section 4, town 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows. Commencing at the Southeast Corner of Said 1/4 Section running thence North 03° 51' 30" East on the East Line of Said 1/4 Section, 519.25 feet to a point; thence North 87° 16' West, 204.00 feet to the place of beginning; thence continuing North 87° 16' West, 378.23 feet to a point; thence South 11° 00' 30" East, 229.27 Feet to a Point; Thence North 58° 12' 34" East, 392.97 feet to the place of beginning, together with a non-exclusive right of way 40 feet wide, extending from the Southeasterly corner of the subject premises to South 76TH Street, the center line of said right of way being an Extension in the Northeasterly direction of the Southerly line of the subject premises.

For Informational Purposes Only:
Tax Key No. 708-8996-000

Parcel 11:

That part of the Northeast ¼ of Section 4, in Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows: Commencing at the Southeast corner of said ¼ Section; thence North along the East line thereof, 519.25 feet to a point; thence North 87° 16' West on a line parallel to the South line of said ¼ Section, 204.0 feet to a point in a 40 foot right-of-way; thence Southwesterly along said right-of-way, to a point in the South line of said ¼ Section, 948.5 feet West of the Southeast corner of said ¼ Section; thence East along the South line of said ¼ Section to the point of beginning, excepting therefrom the East 60 feet thereof.

For Informational Purposes Only:
Tax Key No. 708-8999-000

For Informational purposes only
Property Address: Situated on West Old Loomis Road, Franklin, WI
Tax Key No.:

Parcel 1:

A tract of land in the Northwest 1/4 of Section 9, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows: commence at the North 1/4 of said Section; thence South 0 deg. 14'24" East, along the East line of said 1/4 Section, 75.00 feet to the point of beginning; thence South 88 deg. 31'36" West for a distance of 660.75 feet, along the South line of West Rawson Avenue to a point; thence South 0 deg. 16'24" East for a distance of 749.00 feet to a point; thence North 88 deg. 31'36" East for a distance of 660.20 feet to a point; thence North 0 deg. 13'52" West for a distance of 749.01 feet to the point of beginning.

Parcel 2:

A tract of land in the Northwest 1/4 of Section 9, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows: commencing at the North 1/4 corner of said Section thence South 00 deg. 14'24" East, along the East line of said 1/4 Section, 823.83 feet to the point of beginning; thence South 88 deg. 31'36" West for a distance of 660.20 feet to a point; thence South 0 deg. 16'24" East for a distance of 1474.75 feet to the North line of relocated State Highway 36; thence North 30 deg. 15'50" East for a distance of 977.50 feet, along said North line to a point of curve; thence along a curve to the right having a radius of 3919.72 feet and an arc length of 295.77 feet, being subtended by a chord of North 33 deg. 12'0" East for a distance of 295.70 feet, along said North line to a point on a curve, thence North 0 deg. 13'52" West for a distance of 400.00 feet to the point of beginning.

Parcel 3: That part of the West 1/2 of the Northeast 1/4 of Section 9, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, which is bounded and described as follows: Commencing at the Northwest corner of said 1/4 Section; thence South 00° 08' 17" West along the West line of said 1/4 Section, 75.01 feet to a point in the South line of West Rawson Avenue which is the Point of Beginning of the land to be described; thence North 89° 08' 18" East along the South line of said West Rawson Avenue, 458.24 feet to a point on the West line of West Loomis Road (State Trunk Highway 36); thence South 00° 51' 42" East along the West line of said Loomis Road, 437.54 feet to a point; thence North 87° 34' 40" West, 466.17 feet to a point in the West line of said 1/4 Section; thence North 00° 08' 17" East along the West line of said 1/4 Section, 410.90 feet to the point of beginning.

Parcel 4: That part of the West 1/2 of the North East 1/4 of Section 9, in Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee and State of Wisconsin, which is bounded and described as follows: Commencing at a point in the West line of said 1/4 Section, which is 485.91 feet South 00° 08' 17" West of the North West corner of said 1/4 Section; continuing thence South 00° 08' 17" West along the West line of said 1/4 Section, 213.45 feet to a point; thence South 53° 19' 45" East, 325.57 feet to a point in the Northwesterly line of Old Loomis Road; thence North 36° 40' 15" East along the Northwesterly line of said Old Loomis Road, 235.81 feet to a point of curve; thence Northeasterly 212.96 feet along the arc of a curve, whose center lies to the West, whose radius is 325.10 feet and whose chord bears North 17° 54' 17" East, 209.17 feet to a point; thence North 87° 34' 40" West, 466.17 feet to the point of commencement.

Parcel 5: That part of the Northeast 1/4 of Section 9, in Township 5 North, Range 21 East, in the Town of Franklin, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at a point on the West line of the Northeast 1/4 of Section 9 aforesaid with the center line of West Loomis Road, thence Northeasterly along the center line of West Loomis Road, 490 feet to a point; thence Northwesterly at right angles to the center line of West Loomis Road 357.74 feet to a point in the West line of the Northeast 1/4 of Section 9 aforesaid; and thence South along the West line of the Northeast 1/4 of Section 9 aforesaid

606.69 feet to the place of commencement.

For informational purposes only

Property Address: Situated on West Old Loomis Road, Franklin, WI 53132

Tax Key No.: 754-9988-001 (Parcel 1), 754-9988-002 (Parcel 2), 755-9995-002 (Parcel 3), 755-9995-001 (Parcel 4), 755-9996-000 (Parcel 5)

PARCEL 1.

That part of the following described lands which lie Easterly and Southeasterly of of a public highway right of way line located 33 feet westerly and northwesterly of, as measured at right angles to or radially to, the centerline of "Relocated Old Loomis Road" as delineated further below.

That part of the Northeast 1/4 of Section 9, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows: Commencing at a point on the West line of said 1/4 Section, 606.69 feet North of the Intersection of the centerline of Loomis Road (as laid out and traveled on April 17, 1951) with the West line of said 1/4 Section; thence Southeasterly on a line at right angles to said centerline, 357.74 feet to a point on said centerline, which is 490 feet Northeasterly of the intersection of said centerline with the West line of said 1/4 Section; thence Northeasterly along said centerline to a point which is 341 feet South 41°34' West (measured along said centerline) from the North line of said Section; thence North 58°26' West, 384.40 feet to a point on the North line of said Section, which point is 531.50 feet East of the Northwest corner of said 1/4 Section; thence West along the North line of said 1/4 Section, 531.50 feet to the Northwest corner of said 1/4 Section; thence South along the West line of said 1/4 Section, to the point of commencement; except the North 75 feet thereof; further excepting the West 66 feet thereof.

The Centerline of "Relocated Old Loomis Road" is described as follows: Commencing at the Northwest corner of the Northeast 1/4 of Section 9, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin; thence South 00°08'17" West along the West line of said 1/4 Section 754.40 feet; thence South 53°19'45" East 325.84 feet to the point of beginning of the centerline of "Relocated Old Loomis Road," thence North 36°40'15" East 280.00 feet to a point of curve; thence along the arc of curve concave to the west, with a radius of 358.10 feet and a long chord of 230.41 feet bearing North 17°54'17" East, a distance of 234.58 feet to a point of tangency; thence North 00°51'42" West 512.54 feet to a point in the North line of said 1/4 Section and a point of ending of the centerline of "Relocated Old Loomis Road," said point being located 489.93 feet North 89°08'18" East of the Northwest corner of said 1/4 Section.

PARCEL 2.

That part of the West 1/2 of the Northeast 1/4 of Section 9, in Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows: Commencing at a point in the North line of said 1/4 Section 531.50 feet East of the Northwest corner; thence East along the North line of said 1/4 Section 514 feet to center line of Loomis Road; thence South 41°34' West along the center line of Loomis Road, 341 feet to a point; thence North 58°26' West, 384.40 feet to the point of commencement.

For informational purposes only

Property Address: Situated on West Rawson Avenue, Franklin, WI

Tax Key No.: NA

That Westerly 66 feet of that part of the following described lands which lie Easterly and Southeasterly of of a public highway right of way line located 33 feet westerly and northwesterly of, as measured at right angles to or radially to, the centerline of "Relocated Old Loomis Road" as delineated further below.

That part of the Northeast 1/4 of Section 9, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, bounded and described as follows. Commencing at a point on the West line of said 1/4 Section, 606.69 feet North of the Intersection of the centerline of Loomis Road (as laid out and traveled on April 17, 1951) with the West line of said 1/4 Section; thence Southeasterly on a line at right angles to said centerline, 357.74 feet to a point on said centerline, which is 490 feet Northeasterly of the intersection of said centerline with the West line of said 1/4 Section; thence Northeasterly along said centerline to a point which is 341 feet South 41°34' West (measured along said centerline) from the North line of said Section; thence North 58°26' West, 384.40 feet to a point on the North line of said Section, which point is 531.50 feet East of the Northwest corner of said 1/4 Section; thence West along the North line of said 1/4 Section, 531.50 feet to the Northwest corner of said 1/4 Section; thence South along the West line of said 1/4 Section, to the point of commencement; except the North 75 feet thereof.

The Centerline of "Relocated Old Loomis Road" is described as follows. Commencing at the Northwest corner of the Northeast 1/4 of Section 9, Township 5 North, Range 21 East, in the City of Franklin, Milwaukee County, Wisconsin; thence South 00°08'17" West along the West line of said 1/4 Section 754.40 feet; thence South 53°19'45" East 325.84 feet to the point of beginning of the centerline of "Relocated Old Loomis Road," thence North 36°40'15" East 280.00 feet to a point of curve; thence along the arc of curve concave to the west, with a radius of 358.10 feet and a long chord of 230.41 feet bearing North 17°54'17" East, a distance of 234.58 feet to a point of tangency; thence North 00°51'42" West 512.54 feet to a point in the North line of said 1/4 Section and a point of ending of the centerline of "Relocated Old Loomis Road," said point being located 489.93 feet North 89°08'18" East of the Northwest corner of said 1/4 Section.

For informational purposes only

Property Address: Commonly Known As "Old Loomis Rd", Franklin, WI

Tax Key No : NA

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MTG. DATE December 3, 2019
Reports & Recommendations	RESOLUTION TO AUTHORIZE RUEKERT & MIELKE TO CREATE A NEW WATER MODEL FOR FRANKLIN WATER UTILITY IN THE AMOUNT OF \$26,000	ITEM NO. <i>6, 14,</i>

BACKGROUND

The water model for the water utility is used many times each year to size watermain that are installed in Franklin. The current model was initially created over 20 years ago and newer software has advanced capabilities that will be useful to adequately plan for future water infrastructure projects.

ANALYSIS

Ruekert & Mielke has provided a professional engineering services proposal to perform the needed work. The Board of Water Commissioners has discussed this subject and recommended to Common Council that this work be authorized for payment from the Water Impact Fees.

OPTIONS

- A. Authorize Ruekert & Mielke to create a hydraulic model (Phase 1), determine demand allocation based on franklin consumption data (Phase 2) and calibrate the model (Phase 3).
- B. Provide further direction to staff.

FISCAL NOTE

This model is needed primarily for the development of new and future water infrastructure projects and Staff asserts that payment from the Water Impact Fees are appropriate.

RECOMMENDATIONS

(Option A) Resolution 2019-_____ a resolution to authorize Ruekert & Mielke to create a new water model for Franklin Water Utility in the amount of \$26,000.

Engineering Department: GEM

STATE OF WISCONSIN: CITY OF FRANKLIN: MILWAUKEE COUNTY

RESOLUTION NO. 2019 - _____

A RESOLUTION TO AUTHORIZE RUEKERT & MIELKE TO CREATE A NEW WATER
MODEL FOR FRANKLIN WATER UTILITY IN THE AMOUNT OF \$26,000

WHEREAS, the City of Franklin needs an updated water model for the orderly development of Franklin's water infrastructure; and

WHEREAS, the current Franklin water system model was created approximately 20 years ago and current software provides enhanced capabilities; and

WHEREAS, Ruekert & Mielke is a qualified consultant in the creation of water system models.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Common Council of the City of Franklin, that Ruekert & Mielke be authorized to create a new

Introduced at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2019 by Alderman _____.

Passed and adopted at a regular meeting of the Common Council of the City of Franklin this _____ day of _____, 2019.

APPROVED:

Stephen R. Olson, Mayor

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____

November 22, 2019

Mr. Glen E. Morrow, P.E.
City Engineer/Director of Public Works
City of Franklin
9229 West Loomis Road
Franklin, WI 53132

Re: City Water Model

Dear Mr. Morrow

The City of Franklin's water supply and distribution system consists of a groundwater well, two elevated storage tanks, one reservoir, and approximately 877,000 feet of water main ranging in size from 4-inches to 24-inches in diameter. The system serves approximately 8,300 customers. The City's well currently serves as a standby with all of the system's distributed water being purchased from the Oak Creek Water Utility.

With a water distribution system that contains nearly one million linear feet of water main, it is vital to monitor and predict behavior of the water system. One of the most straight-forward and economical approaches to this is by use of a hydraulic model.

In order to better manage their water system, the City is considering investing in a hydraulic model. To develop this model for the City of Franklin, R/M is proposing that the following work be performed:

Phase 1 – Create Hydraulic Model

A water model will be created out of existing geodatabase information provided during Phase 1 by the City of Franklin, using Bentley WaterGEMS CONNECT, an industry-standard software used by R/M for hydraulic modeling.

In this phase, the model will be created, tested, and verified. This phase will include the following:

- Add water mains to the model based on existing geodatabase information
- Add valves, hydrants, and tanks based on existing geodatabase information
- Run the model to verify operation and to compare the model output to expected results.

R/M will perform the above work for a lump sum fee of \$7,000.

Phase 2 – Demand Allocation based on City of Franklin Consumption Data

Customer consumption records taken from the City's billing software will be used to assign demands throughout the system. This improves the accuracy of predicted flows far beyond that of globally allocated demands. This phase will include the following:

- Provide upgraded allocated demands based on billing meter data provided by the City.
- Create average day demand and maximum day demand scenarios
- Prior to completing the work, we will need to review the reports available from the City's billing software to determine how this data can be incorporated into the model.

We will perform the above work for a lump sum fee of \$6,500.

Phase 3 – Model Calibration

To ensure the model's accuracy, it is recommended that all models be calibrated based on field testing. Once the model is created and demands are allocated, the model will be calibrated. This phase will include the following:

- Calibrate the model to static system conditions by comparison to flow tests performed by the City

We will perform the above work for a lump sum fee of \$12,500.

We propose to complete the above scope of services by May 31, 2020.

Additional Services

The City has opted not to include an extended period simulation as part of this proposal. In the future, the City can elect to update the model to include an extended period simulation. This can be used for water age analysis and design of future water supply and storage facilities. The current cost to perform the extended period simulation is approximately \$15,000 to \$20,000.

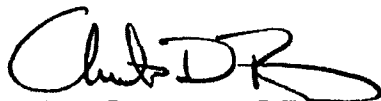
Water system updates to the initial geodatabase provided by the City of Franklin are not included in this proposal. Updates can be provided on a time and materials basis.

The above described professional services will be provided to you in accordance with the attached, two-page **Standard Terms & Conditions**, dated June 17, 2014, which are made part of this agreement by reference. Please indicate your acceptance of this agreement by having the appropriate authorized official(s) affix their signature(s) where indicated before returning two fully executed copies to our office.

Thank you for this opportunity to submit this proposal. We look forward to working with the City on this project. Please let me know if you have questions or concerns about this proposal.

Respectfully,

RUEKERT & MIELKE, INC.



Anthony D. Petersen, P.E. (WI, IA)
Senior Project Manager
apetersen@ruekert-mielke.com

ADP:tmg
Enclosures

cc: Michael Roberts, City of Franklin
Ryan M. Schultz, P.E., Ruekert & Mielke, Inc.



Mr. Glen E. Morrow, P.E.
City Water Model
November 22, 2019
Page 3

CLIENT NAME

City of Franklin

By _____

Title _____

Date _____

ATTEST

By _____

Title _____

Date _____

ENGINEER

Ruekert & Mielke, Inc

By Steven C. Wurster
Steven C Wurster

Title Senior Vice President/COO

Date November 22, 2019

Designated Representative

Name _____

Title _____

Phone Number _____

Designated Representative

Name Anthony D. Petersen, P.E.

Title Senior Project Manager

Phone Number (262) 542-5733

A Standards of Performance

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

B Authorized Representative

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

C Payments to Engineer

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

D Ownership and Reuse of Documents

All documents prepared or furnished by Engineer pursuant to this Agreement are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed. Engineer grants Owner a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the documents. Such limited license shall not create any rights in third parties. Reuse of any documents pertaining to this Agreement by Owner shall be at Owner's sole risk, and Owner agrees to indemnify, defend, and hold Engineer harmless from all claims, damages, and expenses including reasonable attorney's fees arising out of such reuse of documents by Owner or by others acting through Owner.

E Construction Review

Engineer will observe the work as agreed to for general compliance with the construction documents. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with Laws and Regulations applicable to that contractor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any contractor. Engineer has no stop work authority.

F Environmental

Engineer assumes no liability for the detection or removal of any hazardous substances found at or adjacent to the Project site.

G Owner Provided Information

Engineer shall have the right to rely on the accuracy of any information provided by Owner. Engineer will not review this information for accuracy.

H Permits and Approvals

It is the responsibility of the Owner to obtain all necessary permits and approvals for the Project. Engineer will assist the Owner in obtaining permits and approvals as mutually agreed to in writing.

I Access

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

J Limit of Liability

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

K Insurance

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

L Termination of Contract

Either party may at any time terminate this Agreement with 7 days written notice for cause in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Owner may terminate this Agreement for convenience with 30 days written notice, or the Project may be suspended by Owner with 30 days written notice. In the event of suspension or cancellation for convenience by Owner, Owner shall pay to Engineer all amounts owing to Engineer under this Agreement, for all work performed up to the effective date of notice.

M Indemnification and Allocation of Risk

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

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

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

4 The indemnification provision of paragraph M 1 is subject to and limited by the provisions agreed to by Owner and Engineer in paragraph J "Limit of Liability," of this Agreement.

N Independent Contractor

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

O Force Majeure

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

P Severability and Waiver of Provisions

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

Q Dispute Resolution

Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in questions between them arising out of or relating to this Agreement or the breach thereof ("disputes") to mediation as a condition precedent to litigation.

R Public Records

Engineer agrees to comply with the requirements of Wisconsin Statutes Sections 19.32 to 19.39 and Sections 19.81 to 19.98 – Wisconsin Public Records Law and Open Meetings Law.

END OF DOCUMENT

A G R E E M E N T

This AGREEMENT, made and entered into this ____ day of December, 2019, between the City of Franklin, 9229 West Loomis Road, Franklin, Wisconsin 53132 (hereinafter "CLIENT") and Ruekert & Mielke, Inc. (hereinafter "CONTRACTOR"), whose principal place of business is W233 N2080 Ridgeview Parkway, Waukesha, WI 53188.

W I T N E S S E T H

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

WHEREAS, in the judgment of CLIENT, it is necessary and advisable to obtain the services of the CONTRACTOR to provide water distribution system modeling services.

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

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

I. BASIC SERVICES AND AGREEMENT ADMINISTRATION

- A. CONTRACTOR shall provide services to CLIENT for water distribution system modeling services, as described in CONTRACTOR's proposal to CLIENT dated November 22, 2019, annexed hereto and incorporated herein as Attachment A.
- B. CONTRACTOR shall serve as CLIENT's professional representative in matters to which this AGREEMENT applies. CONTRACTOR may employ the services of outside consultants and subcontractors when deemed necessary by CONTRACTOR to complete work under this AGREEMENT following approval by CLIENT.
- C. CONTRACTOR is an independent contractor and all persons furnishing services hereunder are employees of, or independent subcontractors to, CONTRACTOR and not of CLIENT. All obligations under the Federal Insurance Contribution Act (FICA), the Federal Unemployment Tax Act (FUTA), and income tax withholding are the responsibility of CONTRACTOR as employer. CLIENT understands that express AGREEMENTS may exist between CONTRACTOR and its employees regarding extra work, competition, and nondisclosure.
- D. During the term of this AGREEMENT and throughout the period of performance of any resultant AGREEMENT, including extensions, modifications, or additions thereto, and for a period of one (1) year from the conclusion of such activity, the parties hereto agree that neither shall solicit for employment any technical or professional employees of the other without the prior written approval of the other party.

II. FEES AND PAYMENTS

CLIENT agrees to pay CONTRACTOR, for and in consideration of the performance of Basic Services further described in Attachment A, at our standard billing rates with a not-to-exceed budget of \$26,000.00, subject to the terms detailed below:

- A. CONTRACTOR may bill CLIENT and be paid for all work satisfactorily completed hereunder on a monthly basis. CLIENT agrees to pay CONTRACTOR's invoice within 30 days of invoice date for all approved work.
- B. Total price will not exceed budget of \$26,000.00. For services rendered, monthly invoices will include a report that clearly states the hours and type of work completed and the fee earned during the month being invoiced.
- C. In consideration of the faithful performance of this AGREEMENT, the CONTRACTOR will not exceed the fee for Basic Services and expenses without written authorization from CLIENT to perform work over and above that described in the original AGREEMENT
- D. Should CLIENT find deficiencies in work performed or reported, it will notify CONTRACTOR in writing within thirty (30) days of receipt of invoice and related report and the CONTRACTOR will remedy the deficiencies within thirty (30) days of receiving CLIENT's review. This subsection shall not be construed to be a limitation of any rights or remedies otherwise available to CLIENT.

III. MODIFICATION AND ADDITIONAL SERVICES

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

IV. ASSISTANCE AND CONTROL

- A. Anthony D. Petersen, P.E. will coordinate the work of the CONTRACTOR, and be solely responsible for communication within the CLIENT's organization as related to all issues originating under this AGREEMENT.
- B. CLIENT will timely provide CONTRACTOR with all available information concerning PROJECT as deemed necessary by CONTRACTOR.
- C. CONTRACTOR will appoint, subject to the approval of CLIENT, Maureen A. Schneider, CONTRACTOR's Project Manager and other key providers of the

Basic Services. Substitution of other staff may occur only with the consent of CLIENT.

V. TERMINATION

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

VI. INSURANCE

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

A. Limit of General/Commercial Liability	\$3,000,000
B. Automobile Liability: Bodily Injury/Property Damage	\$1,000,000
C. Excess Liability for General Commercial or Automobile Liability	\$10,000,000
D. Worker's Compensation and Employers' Liability	\$500,000
E. Professional Liability	\$2,000,000

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

VII. INDEMNIFICATION AND ALLOCATION OF RISK

- A. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CLIENT, CLIENT'S officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent

acts or omissions of CONTRACTOR or CONTRACTOR'S officers, directors, partners, employees, and consultants in the performance of CONTRACTOR'S services under this AGREEMENT.

- B. To the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONTRACTOR, CONTRACTOR'S officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of CLIENT or CLIENT'S officers, directors, partners, employees, and consultants with respect to this AGREEMENT.
- C. To the fullest extent permitted by law, CONTRACTOR'S total liability to CLIENT and anyone claiming by, through, or under CLIENT for any injuries, losses, damages and expenses caused in part by the negligence of CONTRACTOR and in part by the negligence of CLIENT or any other negligent entity or individual, shall not exceed the percentage share that CONTRACTOR'S negligence bears to the total negligence of CLIENT, CONTRACTOR, and all other negligent entities and individuals.
- D. In addition to the indemnity provided under Paragraph VII.B, and to the fullest extent permitted by law, CLIENT shall indemnify and hold harmless CONTRACTOR and CONTRACTOR'S officers, directors, partners, employees, and consultants from and against injuries, losses, damages and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other disputes resolution costs) caused by, arising out of, or resulting from an unexpected Hazardous Environmental Condition, provided that (i) any such injuries, losses, damages and expenses is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) nothing in this Paragraph shall obligate CLIENT to indemnify any individual or entity from and against the consequences of that individual or entity's own negligence or willful misconduct.
- E. Nothing contained within this AGREEMENT is intended to be a waiver or estoppel of the contracting municipality CLIENT or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality CLIENT or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law.

VIII. TIME FOR COMPLETION

CONTRACTOR shall commence work immediately having received a Notice to Proceed as of December 16, 2019.

IX. DISPUTES

This AGREEMENT shall be construed under and governed by the laws of the State of Wisconsin. The venue for any actions arising under this AGREEMENT shall be the Circuit Court for Milwaukee

County. The prevailing party shall be awarded its actual costs of any such litigation, including reasonable attorney fees.

X. RECORDS RETENTION

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

XI. MISCELLANEOUS PROVISIONS

- A. Professionalism The same degree of care, skill and diligence shall be exercised in the performance of the services as is possessed and exercised by a member of the same profession, currently practicing, under similar circumstances, and all persons providing such services under this AGREEMENT shall have such active certifications, licenses and permissions as may be required by law.
- B. Pursuant to Law. Notwithstanding anything to the contrary anywhere else set forth within this AGREEMENT, all services and any and all materials and/or products provided by CONTRACTOR under this AGREEMENT shall be in compliance with all applicable governmental laws, statutes, decisions, codes, rules, orders, and ordinances, be they Federal, State, County or Local.
- C. Conflict of Interest. CONTRACTOR warrants that neither it nor any of its affiliates has any financial or other personal interest that would conflict in any manner with the performance of the services under this Agreement and that neither it nor any of its affiliates will acquire directly or indirectly any such interest. CONTRACTOR warrants that it will immediately notify the CLIENT if any actual or potential conflict of interest arises or becomes known to the CONTRACTOR. Upon receipt of such notification, a CLIENT review and written approval is required for the CLIENT to continue to perform work under this Agreement.

XII. CONTROLLING TERMS AND PROVISIONS

The aforesaid terms and provisions shall control over any conflicting term or provision of any CONTRACTOR proposal, Attachment, Exhibit, and standard terms and provisions annexed hereto.

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

CITY OF FRANKLIN, WISCONSIN

BY: _____
Stephen R Olson, Mayor

DATE: _____

BY: _____
Sandra L. Wesolowski, City Clerk

DATE _____

BY. _____
Paul Rotzenberg, Director of Finance and
Treasurer

DATE _____

APPROVED AS TO FORM:

Jesse A Wesolowski, City Attorney

DATE. _____

BY Steven C. Wurster

PRINT NAME: Steven C. Wurster, P.E. (WI, IL)

TITLE: Senior Vice President/COO

DATE: November 26, 2019

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE Dec 3, 2019
REPORTS & RECOMMENDATIONS	October, 2019 Monthly Financial Report	ITEM NUMBER <i>G, 15,</i>

Background

The October, 2019 Financial Report is attached.

The Finance Committee reviewed this report and recommends acceptance.

Please note that certain interfund advances will occur in to fund project costs in the Capital Improvement Fund until loan proceeds are available in December. It is also possible that certain TID5/7 projects costs are advanced from other funds until Debt Proceeds are available, currently planned for early Dec 2019.

Receipts of landfill siting revenue are exceeding the 2019 budgeted revenues. The Finance Director is crediting Capital Funds for the excess revenue.

Highlights of the report are contained in the transmittal memo.

The Finance Director will be on hand to answer any questions.

COUNCIL ACTION REQUESTED

Motion to Receive and place on file



11.

Date: November 19, 2019
To: Mayor Olson, Common Council and Finance Committee Members
From: Paul Rotzenberg, Director of Finance & Treasurer *PR*
Subject: Oct. 2019 Financial Report

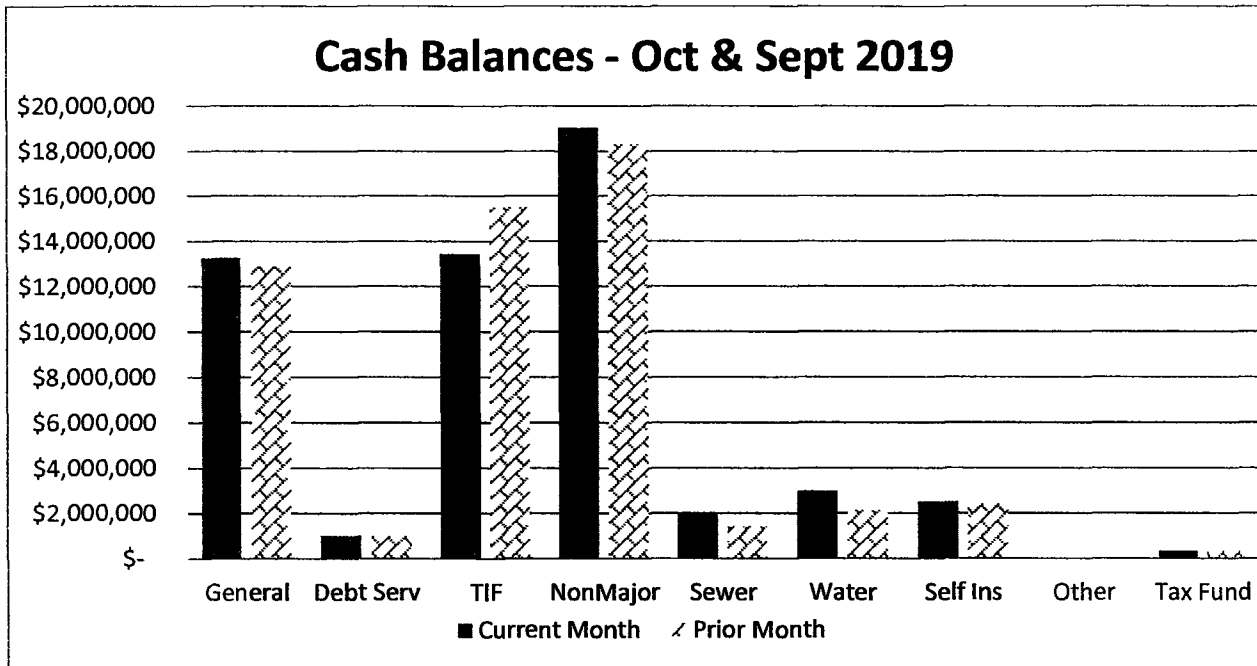
The October, 2019 financial reports for the General Fund, Debt Service Fund, TID Funds, Solid Waste Fund, Capital Outlay Fund, Equipment Replacement Fund, Street Improvement Fund, Capital Improvement Fund, Development Fund, Utility Development, Self Insurance Fund, and Post Employment Insurance Fund are attached.

The budget allocation is completed using an average of the last five years actual spending against the Amended Budget. Caution is advised in that spending patterns may have changed. Comments on specific and trending results are provided below to aid the reader in understanding or explaining current year financial results.

Cash & Investments Summary – is provided to aid in understanding the resources available to meet current activities. Cash & investments are positions with safety and liquidity as primary objectives as stated in the City's Investment policy. Investment returns are secondary in the investment decisions, while return potential is not ignored.

The City borrowed \$20.1 million dollars in February. \$10.6 million was used to refund the TID 5 Note Anticipation Note sold in May 2018. \$3 million provided financing for a Developer's grant in TID 3, and \$6 million will finance project costs in TID 6.

Cash & Investments in the General Governmental Funds totaling \$46.7 million decreased \$1.0 million since last month. General fund payroll requirements and the reduced revenues is the biggest reason for the reduction. TID grants and project costs used \$2.1 million.



GENERAL FUND revenues of \$25.1 million are \$0.7 million greater than budget. Collection of Engineering inspection fees have generated \$447,000 more than budget (as the 2019 budget understated expected revenues). With all the Commercial development, building permit revenues are \$152,000 greater than budget thru October. Investment income is also \$257,000 over budget related to increased interest rates.

Year to Date expenditures of \$21.2 million are \$642,000 less than budget. Expenditure items of note are:

- Reduced prisoner boarding costs has underspent by \$35,000. Reduced professional services in Administration has also generated \$32,000 in underspending.
- Police and Fire Personnel costs are underspent \$367,000 to budget,
- The overspend in Public Works is caused by recognizing Engineering services gross, rather than netted against revenues as in prior years. Note the added revenues commented upon earlier.
- The contingency expenditure represents tax refunds related to challenges to assessed values.

A \$3.9 million surplus is \$1.4 million greater than budget. That surplus is partially related to additional interest earnings and partially to underspending.

DEBT SERVICE – Debt payments were made March 1 as required. The increased development activity of late has permitted more impact fee transfers than expected in the budget.

TIF Districts –

TID 3 – The 2019 increment was collected and the TID borrowed \$3 million in February to finance a Developer Grant. All six buildings have received occupancy permits, and the grants were paid.

TID 4 – The 2019 increment was collected and payments are being made on the Engineering contract planning infrastructure for a business park on S 27th Street.

TID 5 – The 2019 Increment was collected. The TID borrowed \$10.6 million to make a \$10 million note payment. Developer draws continue. Total expenditures on the infrastructure are \$21.8 million. A schedule of payments by category is attached.

An amendment to the Developer's Agreement was signed in October, 2019, that commits another \$3.2 million to infrastructure assistance.

TID 6 – The TID borrowed \$6 million to finance developer project costs. The City committed \$9 million for infrastructure in the Loomis & Ryan Rd development to be constructed by the Developer. The Developer is performing late and no infrastructure expenditures have been made.

TID 7 – formed in May, 2019, this multi-family project related to Ballpark Commons has seen only organizational expenditures. The Developer's Agreement was signed in mid-October, 2019. That agreement committed the City to \$2 million infrastructure assistance in Ballpark Commons, a Developer's Grant of \$14.89 mil in the form of an MRO and a \$4.5 million second mortgage.

SOLID WASTE FUND – Activity is occurring as budgeted.

LANDFILL SITING REVENUES – These revenues impact the four Capital Funds and the General Fund. The 2019 Budget of \$1.6 million anticipated a 72% increase over the prior year. Receipts thru Oct 31 total \$1.9 million matching the entire annual budget. Revenues are currently estimated to total \$2.6 million for 2019, with amounts added to recover structural deficits in the Equipment Replacement and Street Improvement funds.

CAPITAL OUTLAY FUND – tax revenues are in line with budget. The new City servers have been purchased. The Police have the planned vehicles. A \$26,000 text 2-911 project initiated in 2016 has numerous technical delays. The Fire Dept has completed the thermal imaging project. Engineering has purchased the GIS locating equipment. Highway has completed the Router replacement.

EQUIPMENT REPLACEMENT FUND – Revenues are in line with budget. The Fire Dept received the \$633,000 the fire engine replacement, however it still requires some accessories before being placed in service. The Breathing Apparatus equipment has not been ordered. A \$150,000 grant has been awarded for the Breathing Apparatus equipment.

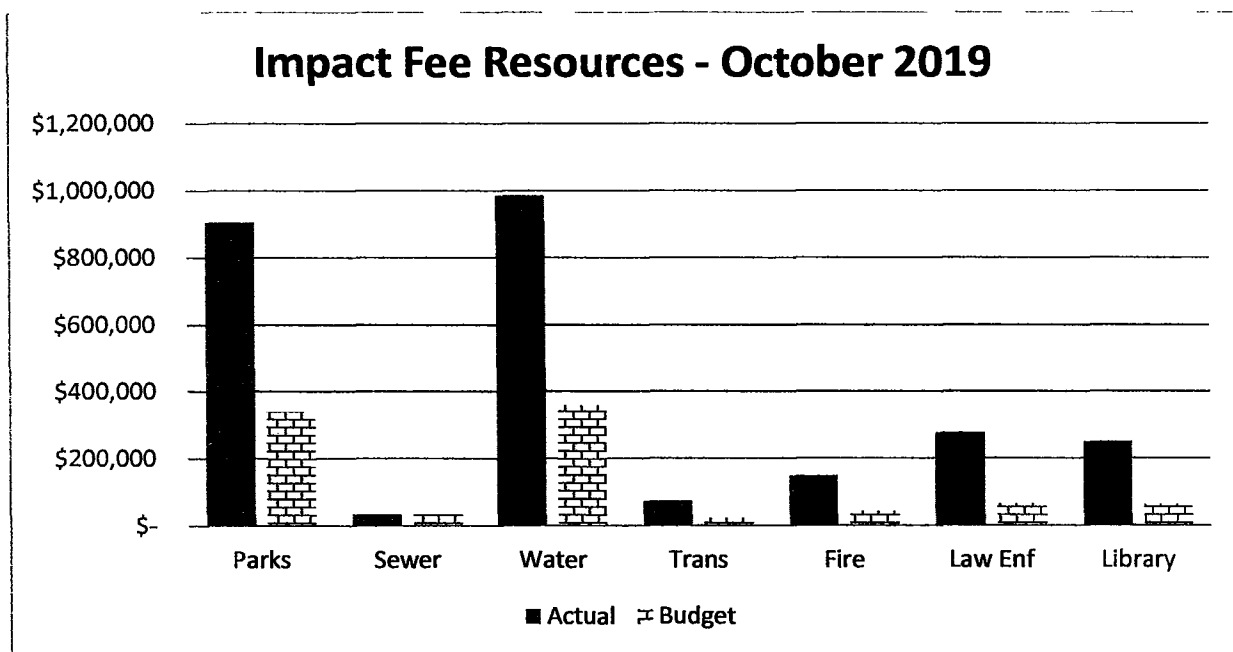
STREET IMPROVEMENT FUND – General Transportation Aids have been receipted to this fund, and only a small portion of landfill siting revenue remains to be receipted. .

The 2019 program is complete. Work on the Rawson Homes road project is still in process.

CAPITAL IMPROVEMENT FUND – See the earlier note on landfill siting revenues. Bond proceeds are expected in Dec 2019.

The City Hall roof, HVAC project is currently underway. The Police Shooting Range project is under contract. The round-about project at Drexel & S 51st Street is complete, however required several budget amendments. The Rawson Homes storm sewer project is nearing completion for 2019. Road work will spill over to 2020. The pavilion at Pleasant View Park is under construction.

DEVELOPMENT FUND – Impact fee collections soared past budget with Ballpark Commons projects getting initiated, impact fee collections will exceed budget.



Transfers to the Debt Service fund were made to fund debt service costs. Not all the transfers to the Debt Service Fund are needed there, so approximately \$90,000 of transfers out are being recorded in the Capital Improvement Fund.

The Park Impact fee expenditures represent a commitment for a trail to a developer. The Park Impact fee holding period ends at the end of November 2019, should qualifying park expenditures utilizing fees not occur prior to then, rebates will begin. The Pleasant View Park pavilion project should extend the expenditure period into mid 2020.

Water Impact fees have been held for nearly six years. Oversizing payments to developers will utilize some of the fees but not very soon. A Water tower project is in the planning stage for 2021 or later and will use all of those fees and more.

As of October 2019, there are \$5.0 million of Park and \$2.5 million of Water Impact fees on hand. All other fee types total \$1.0 million.

Oct. 2019
Financial report

UTILITY DEVELOPMENT FUND – A large deferred assessment was paid in January, September and October.

SELF INSURANCE FUND – Revenues of \$2.8 million are 7% below budget. Participation in the plan decreased as a result of the revised health insurance program.

Total operating costs of \$2.4 million are 26% below budget.

A \$479,000 surplus compares favorably to the \$124,000 planned deficit.

RETIREE HEALTH FUND – Insurance results are much better than 2018. Medical claims are 24% lower than 2018. Results can quickly change depending upon group activity, especially considering the small size of the group.

Investment results have followed the markets, with investment gains of 15% thru October. Thru October investment results have generated \$879,000 in gains, with total investments now exceeding \$6.3 million.

Caution is advised, as equity market returns can be volatile, evidenced by the sharp fourth quarter downturn in 2018.

City of Franklin
Cash & Investments Summary
October 31, 2019

	Cash	American Deposit Management	Institutional Capital Management	Local Government Invest Pool	Fidelity Investments	Total	Prior Month Total
General Fund	\$ 2,835,381	\$ 3,763,031	\$ 3,490,186	\$ 3,170,380	\$ -	\$ 13,258,978	\$ 12,866,357
Debt Service Funds	29,374	442,154	538,199	-	-	1,009,727	1,007,402
TIF Districts	(120,481)	10,843,682	2,704,214	-	-	13,427,414	15,504,594
Nonmajor Governmental Funds	684,841	10,117,426	8,230,944	-	-	19,033,211	18,306,647
Total Governmental Funds	3,429,115	25,166,293	14,963,543	3,170,380	-	46,729,330	47,684,999
Sewer Fund	79,932	1,914,998	-	-	-	1,994,930	1,413,070
Water Utility	144,511	2,436,307	419,084	-	-	2,999,902	2,123,485
Self Insurance Fund	131	678,355	1,830,232	-	-	2,508,718	2,423,401
Other Designated Funds	14,301	-	-	-	-	14,301	14,169
Total Other Funds	238,874	5,029,660	2,249,316	-	-	7,517,850	5,974,124
Total Pooled Cash & Investments	3,667,988	30,195,953	17,212,859	3,170,380	-	54,247,180	53,659,123
Retiree Health Fund	115,883	-	-	-	6,188,694	6,304,577	6,190,163
Property Tax Fund	239,223	107,835	-	-	-	347,058	344,794
Total Trust Funds	355,106	107,835	-	-	6,188,694	6,651,635	6,534,956
Grand Total Cash & Investments	4,023,094	30,303,788	17,212,859	3,170,380	6,188,694	60,898,815	60,194,079
Average Rate of Return		2.13%	1.68%	1.92%			
Maturities:							
Demand	4,023,094	30,303,788	12,615	3,170,380	41,281	37,551,159	35,112,424
Fixed Income & Equities	-	-	-	-	4,024,499	4,024,499	3,791,993
2019 - Q4	-	-	-	-	-	-	1,998,694
2020 - Q1	-	-	1,039,990	-	-	1,039,990	1,038,967
2020 - Q2	-	-	998,143	-	-	998,143	-
2020 - Q3	-	-	997,488	-	-	997,488	996,048
2020 - Q4	-	-	3,523,357	-	172,961	3,696,318	4,685,151
2021	-	-	8,064,566	-	575,526	8,640,092	8,625,915
2022	-	-	2,576,700	-	372,225	2,948,925	2,945,122
2023	-	-	-	-	378,013	378,013	377,268
2024	-	-	-	-	206,483	206,483	206,080
2025	-	-	-	-	209,266	209,266	208,860
2026	-	-	-	-	208,440	208,440	207,558
	4,023,094	30,303,788	17,212,859	3,170,380	6,188,694	60,898,815	60,194,079

City of Franklin
2019 Financial Report
General Fund Summary
For the Ten months ended October 31, 2019

Revenue	2019 Annual Budget	2019 Amended Budget	2019 Year-to-Date Budget	2019 Year-to-Date Actual	Var to Budget Surplus (Deficiency)
Property Taxes	\$ 18,130,675	\$ 18,130,675	\$ 18,126,648	\$ 18,127,772	\$ 1,124
Other Taxes	695,800	695,800	422,772	490,498	67,726
Intergovernmental Revenue	1,736,127	1,736,127	1,267,794	1,286,402	18,608
Licenses & Permits	1,038,990	1,038,990	891,314	1,076,479	185,165
Law and Ordinance Violations	546,000	546,000	470,624	368,733	(101,891)
Public Charges for Services	2,056,950	2,056,950	1,656,907	2,019,122	362,215
Intergovernmental Charges	207,500	207,500	114,303	155,960	41,657
Investment Income	265,000	265,000	220,833	478,568	257,735
Miscellaneous Revenue	162,150	162,150	141,228	172,050	30,822
Transfer from Other Funds	1,109,250	1,139,875 A	996,103	875,000	(121,103)
Total Revenue	\$ 25,948,442	\$ 25,979,067	\$ 24,308,526	\$ 25,050,584 103.05%	\$ 742,058
Expenditures	2019 Annual Budget	2019 Amended Budget	2019 Year-to-Date Budget	2019 Year-to-Date Actual	Var to Budget Surplus (Deficiency)
General Government	\$ 3,200,440	\$ 3,239,416 A	\$ 2,707,926	\$ 2,522,737 E	\$ 185,189
Public Safety	17,784,187	17,771,999 A	14,995,205	14,387,346 E	607,859
Public Works	3,571,132	3,701,736 A	2,867,733	3,199,918 E	(332,185)
Health and Human Services	750,797	740,862 A	635,057	555,814	79,243
Other Culture and Recreation	182,702	184,243 A	171,494	167,694	3,800
Conservation and Development	640,776	738,514 A	603,536	515,219 E	88,317
Contingency and Unclassified	2,069,728	1,826,304 A	59,083	27,396 E	31,687
Anticipated underexpenditures	(375,320)	(317,444) A	(264,537)	-	(264,537)
Transfers to Other Funds	274,000	282,100 A	30,750	32,100	(1,350)
Encumbrances	-	-	-	(243,983)	243,983
Total Expenditures	\$ 28,098,442	\$ 28,167,730	\$ 21,806,247	\$ 21,164,241 97.06%	\$ 642,006
Excess of revenue over (under) expenditures	(2,150,000)	(2,188,663)	<u>\$ 2,502,279</u>	3,886,343	<u>\$ 1,384,064</u>
Fund balance, beginning of year	<u>7,336,277</u>	<u>7,336,277</u>		<u>7,336,277</u>	
Fund balance, end of period	<u>\$ 5,186,277</u>	<u>\$ 5,147,614</u>		<u>\$ 11,222,620</u>	

A Represents an amendment to Adopted Budget

E Represents an encumbrance for current year from prior year

**City of Franklin
Debt Service Funds
Balance Sheet
October 31, 2019 and 2018**

	2019 Special Assessment	2019 Debt Service	2019 Total	2018 Special Assessment	2018 Debt Service	2018 Total
Assets						
Cash and investments	\$ 740,131	\$ 269,596	\$ 1,009,727	\$ 678,432	\$ 267,514	\$ 945,946
Special assessment receivable	58,474	-	58,474	83,018	-	83,018
Total Assets	<u>\$ 798,605</u>	<u>\$ 269,596</u>	<u>\$ 1,068,201</u>	<u>\$ 761,450</u>	<u>\$ 267,514</u>	<u>\$ 1,028,964</u>
Liabilities and Fund Balance						
Unearned & unavailable revenue	\$ 58,474	\$ -	\$ 58,474	\$ 83,018	\$ -	\$ 83,018
Unassigned fund balance	740,131	269,596	1,009,727	678,432	267,514	945,946
Total Liabilities and Fund Balance	<u>\$ 798,605</u>	<u>\$ 269,596</u>	<u>\$ 1,068,201</u>	<u>\$ 761,450</u>	<u>\$ 267,514</u>	<u>\$ 1,028,964</u>

**Statement of Revenue, Expenses and Fund Balance
For the Ten months ended October 31, 2019 and 2018**

	2019 Special Assessment	2019 Debt Service	2019 Year-to-Date Actual	2019 Amended Budget	2018 Special Assessment	2018 Debt Service	2018 Year-to-Date Actual
Revenue							
Property Taxes	\$ -	\$ 1,300,000	\$ 1,300,000	\$ 1,300,000	\$ -	\$ 1,300,000	\$ 1,300,000
Special Assessments	5,729	-	5,729	-	51,449	-	51,449
Investment Income	20,068	10,129	30,197		3,032	3,087	6,119
GO Debt Issuance	-	-	-	-	-	-	-
Total Revenue	<u>25,797</u>	<u>1,310,129</u>	<u>1,335,926</u>	<u>1,300,000</u>	<u>54,481</u>	<u>1,303,087</u>	<u>1,357,568</u>
Expenditures:							
Debt Service							
Principal	-	1,405,000	1,405,000	1,405,000	-	1,330,000	1,330,000
Interest	-	134,137	134,137	134,138	-	148,898	148,898
Bank Fees	-	1,200	1,200	1,050	-	-	-
Total expenditures	<u>-</u>	<u>1,540,337</u>	<u>1,540,337</u>	<u>1,540,188</u>	<u>-</u>	<u>1,478,898</u>	<u>1,478,898</u>
Transfers in	-	231,419	231,419	240,188	(60,000)	392,254	332,254
Net change in fund balances	<u>25,797</u>	<u>1,211</u>	<u>27,008</u>	<u>-</u>	<u>(5,519)</u>	<u>216,443</u>	<u>210,924</u>
Fund balance, beginning of year	<u>714,334</u>	<u>268,385</u>	<u>982,719</u>	<u>982,719</u>	<u>683,951</u>	<u>51,071</u>	<u>735,022</u>
Fund balance, end of period	<u>\$ 740,131</u>	<u>\$ 269,596</u>	<u>\$ 1,009,727</u>	<u>\$ 982,719</u>	<u>\$ 678,432</u>	<u>\$ 267,514</u>	<u>\$ 945,946</u>

City of Franklin
Consolidating TID Funds
Balance Sheet
October 31, 2019

	<u>TID 3</u>	<u>TID 4</u>	<u>TID 5</u>	<u>TID 6</u>	<u>TID 7</u>	<u>Total</u>
Assets						
Cash & investments	\$ 1,589,134	\$ 4,280,246	\$ 1,084,136	\$ 6,508,234	\$ (34,335)	\$ 13,427,415
Total Assets	<u>\$ 1,589,134</u>	<u>\$ 4,280,246</u>	<u>\$ 1,084,136</u>	<u>\$ 6,508,234</u>	<u>\$ (34,335)</u>	<u>\$ 13,427,415</u>

Liabilities and Fund Balance

Accounts payable	\$ -	\$ 11,492	\$ 24,936	\$ 981	\$ 1,730	\$ 39,139
Accrued liabilities	833,335	-	-	-	-	833,335
Advances from other funds	865,136	-	-	13,000	-	878,136
Total Liabilities	<u>1,698,471</u>	<u>11,492</u>	<u>24,936</u>	<u>13,981</u>	<u>1,730</u>	<u>1,750,610</u>
Assigned fund balance	(109,337)	4,268,754	1,059,200	6,494,253	(36,065)	11,676,805
Total Liabilities and Fund Balance	<u>\$ 1,589,134</u>	<u>\$ 4,280,246</u>	<u>\$ 1,084,136</u>	<u>\$ 6,508,234</u>	<u>\$ (34,335)</u>	<u>\$ 13,427,415</u>

Statement of Revenue, Expenses and Fund Balance
For the Ten months ended October 31, 2019

	<u>TID 3</u>	<u>TID 4</u>	<u>TID 5</u>	<u>TID 6</u>	<u>TID 7</u>	<u>Total</u>
Revenue						
General property tax levy	\$ 1,114,683	\$ 1,011,224	\$ 30,951	\$ -	\$ -	\$ 2,156,858
Payment in lieu of taxes	-	121,759	-	-	-	121,759
State exempt aid	482,476	21,414	123	-	-	504,013
Investment & misc income	93,205	109,845	99,794	105,451	-	408,295
Bond proceeds	3,001,886	-	10,600,102	6,638,320	-	20,240,308
Total revenue	<u>4,692,250</u>	<u>1,264,242</u>	<u>10,730,970</u>	<u>6,743,771</u>	<u>-</u>	<u>23,431,233</u>
Expenditures						
Debt service interest & fees	\$ 64,121	\$ -	\$ 10,822,413	\$ 226,063	\$ -	\$ 11,112,597
Administrative expenses	98,998	29,252	29,459	4,130	1,177	163,016
Professional services	-	137,149	128,693	7,137	34,888	307,867
Capital outlays	-	714,802	7,412,583	-	-	8,127,385
Development incentive & obligation payment	5,291,991	-	-	-	-	5,291,991
Encumbrances	-	(794,256)	(35,863)	(1,156)	-	(831,275)
Total expenditures	<u>5,455,110</u>	<u>86,947</u>	<u>18,357,285</u>	<u>236,174</u>	<u>36,065</u>	<u>24,171,581</u>
Revenue over (under) expenditures	(762,860)	1,177,295	(7,626,315)	6,507,597	(36,065)	(740,348)
Fund balance, beginning of year	653,523	3,091,459	8,685,515	(13,344)	-	12,417,153
Fund balance, end of period	<u>\$ (109,337)</u>	<u>\$ 4,268,754</u>	<u>\$ 1,059,200</u>	<u>\$ 6,494,253</u>	<u>\$ (36,065)</u>	<u>\$ 11,676,805</u>

City of Franklin
Tax Increment Financing District #3
Balance Sheet
October 31, 2019 and 2018

Assets

	2019	2018
Cash & investments	\$ 1,589,134	\$ 1,967,796
Total Assets	<u>\$ 1,589,134</u>	<u>\$ 1,967,796</u>

Liabilities and Fund Balance

Accounts payable	\$ -	\$ 36
Accrued liabilities	833,335	1,323,600
Interfund advance from Development Fund	865,136	-
Total Liabilities	<u>1,698,471</u>	<u>1,323,636</u>
Assigned fund balance	(109,337)	644,160
Total Liabilities and Fund Balance	<u>\$ 1,589,134</u>	<u>\$ 1,967,796</u>

Statement of Revenue, Expenses and Fund Balance
For the Ten months ended October 31, 2019 and 2018

	2019 Annual Budget	2019 Amended Budget	2019 Year-to-Date Budget	2019 Year-to-Date Actual	2018 Year-to-Date Actual
Revenue					
General property tax levy	\$ 1,180,900	\$ 1,180,900	\$ 1,180,900	\$ 1,114,683	\$ 1,381,191
State exempt aid	479,831	479,831	478,781	482,476	464,931
Investment income	25,000	25,000	21,481	93,205	24,721
Bond proceeds	3,500,000	3,500,000	3,500,000	3,001,886	-
Total revenue	<u>5,185,731</u>	<u>5,185,731</u>	<u>5,181,162</u>	<u>4,692,250</u>	<u>1,870,843</u>
Expenditures					
Debt service principal	-	-	-	-	985,000
Debt service interest & fees	111,500	111,500	92,917	64,121	15,084
Administrative expenses	113,350	213,350	177,493	98,998	31,404
Interfund interest	-	-	-	-	74
Capital outlays	-	984,323	743,275	-	1,354,311
Development incentive & obligation payments	4,589,265	4,589,265	4,518,833	5,291,991	109,000
Total expenditures	<u>4,814,115</u>	<u>5,898,438</u>	<u>5,532,518</u>	<u>5,455,110</u>	<u>1,141,560</u>
Revenue over (under) expenditures	371,616	(712,707)	<u>\$ (351,356)</u>	(762,860)	729,283
Fund balance, beginning of year	<u>653,523</u>	<u>653,523</u>		<u>653,523</u>	<u>(85,123)</u>
Fund balance, end of period	<u>\$ 1,025,139</u>	<u>\$ (59,184)</u>		<u>\$ (109,337)</u>	<u>\$ 644,160</u>

City of Franklin
Tax Increment Financing District #4
Balance Sheet
October 31, 2019 and 2018

<u>Assets</u>	2019	2018
Cash & investments	\$ 4,280,246	\$ 3,404,398
Total Assets	<u>\$ 4,280,246</u>	<u>\$ 3,404,398</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 11,492	\$ 85,722
Total Liabilities	<u>11,492</u>	<u>85,722</u>
Assigned fund balance	4,268,754	3,318,676
Total Liabilities and Fund Balance	<u>\$ 4,280,246</u>	<u>\$ 3,404,398</u>

Statement of Revenue, Expenses and Fund Balance
For the Ten months ended October 31, 2019 and 2018

	2019 Annual Budget	2019 Amended Budget	2019 Year-to-Date Budget	2019 Year-to-Date Actual	2018 Year-to-Date Actual
Revenue					
General property tax levy	\$ 1,023,600	\$ 1,023,600	\$ 1,023,600	\$ 1,011,224	\$ 1,059,413
Payment in Lieu of Taxes	132,800	132,800	132,800	121,759	132,871
State exempt aid	19,700	19,700	18,900	21,414	16,195
Investment income	20,000	20,000	16,667	109,845	34,749
Bond proceeds	5,000,000	5,000,000	5,000,000	-	-
Total revenue	<u>6,196,100</u>	<u>6,196,100</u>	<u>6,191,967</u>	<u>1,264,242</u>	<u>1,243,228</u>
Expenditures					
Debt service interest & fees	188,750	188,750	157,292	-	-
Administrative expenses	10,350	10,350	8,625	29,252	6,662
Professional services	29,500	161,724	134,770	137,149	212,894
Capital outlay	8,000,000	8,714,802	7,262,335	714,802	1,201,850
Encumbrances	-	-	-	(794,256)	(1,090,855)
Total expenditures	<u>8,228,600</u>	<u>9,075,626</u>	<u>7,563,022</u>	<u>86,947</u>	<u>330,551</u>
Revenue over (under) expenditures	(2,032,500)	(2,879,526)	<u>\$ (1,371,055)</u>	1,177,295	912,677
Fund balance, beginning of year	<u>3,091,459</u>	<u>3,091,459</u>		<u>3,091,459</u>	<u>2,405,999</u>
Fund balance, end of period	<u>\$ 1,058,959</u>	<u>\$ 211,933</u>		<u>\$ 4,268,754</u>	<u>\$ 3,318,676</u>

City of Franklin
Tax Increment Financing District #5
Balance Sheet
October 31, 2019 and 2018

Assets	2019	2018
Cash & investments	\$ 1,084,136	\$ 13,046,429
Total Assets	<u>\$ 1,084,136</u>	<u>\$ 13,046,429</u>
Liabilities and Fund Balance		
Accounts payable	\$ 24,936	\$ -
Due to other funds	-	29,695
Interfund advance from Development Fund	-	75,000
Total Liabilities	<u>24,936</u>	<u>104,695</u>
Assigned fund balance	1,059,200	12,941,734
Total Liabilities and Fund Balance	<u>\$ 1,084,136</u>	<u>\$ 13,046,429</u>

Statement of Revenue, Expenses and Fund Balance
For the Ten months ended October 31, 2019 and 2018

	2019 Annual Budget	2019 Amended Budget	2019 Year-to-Date Budget	2019 Year-to-Date Actual	2018 Year-to-Date Actual
Revenue					
General property tax levy	\$ 31,500	\$ 31,500	\$ 26,250	\$ 30,951	\$ 30,500
State exempt aid	400	400	333	123	-
Investment income	25,000	25,000	20,834	99,794	156,253
Bond proceeds	10,000,000	10,000,000	7,500,000	10,600,102	23,386,959
Total revenue	<u>10,056,900</u>	<u>10,056,900</u>	<u>7,547,417</u>	<u>10,730,970</u>	<u>23,573,712</u>
Expenditures					
Debt service interest & fees	10,875,810	10,875,810	10,859,026	10,822,413	337,663
Administrative expenses	20,700	20,700	17,250	29,459	40,940
Professional services	10,000	124,279	103,566	128,693	64,299
Capital outlay	-	4,000,000	3,333,333	7,412,583	10,063,198
Development incentive & obligation payments	4,000,000	4,000,000	3,333,334	-	54,283
Encumbrances	-	-	-	(35,863)	(27,279)
Total expenditures	<u>14,906,510</u>	<u>19,020,789</u>	<u>17,646,509</u>	<u>18,357,285</u>	<u>10,533,104</u>
Revenue over (under) expenditures	(4,849,610)	(8,963,889)	<u>\$ (10,099,092)</u>	(7,626,315)	13,040,608
Fund balance, beginning of year	<u>8,685,515</u>	<u>8,685,515</u>		<u>8,685,515</u>	<u>(98,874)</u>
Fund balance, end of period	<u>\$ 3,835,905</u>	<u>\$ (278,374)</u>		<u>\$ 1,059,200</u>	<u>\$ 12,941,734</u>

City of Franklin
Ballpark Commons
Thru July 2019 Draw

Dev Agreement Budget Draw #17	Date Paid	Streets	Storm Sewer	Parking Lot	County Methane	MMSD Main Movement	Topsoil Replacement	Berms	Water	Sanitary Sewer	Trail	Sound & Light	Contingency	Total
		5,157,399 (205,655)	2,564,027 5,427	1,930,196 (6,285)	3,887,300	458,000	2,602,500 16,121	920,000	1,011,124 189,252	782,266 1,140	145,000	100,000	2,933,672	22,491,484 (0)
Revised Budget Dev Agree Amend Total		3,634,962	5,480,870	1,393,587	3,887,300	458,000	2,989,828	920,000	2,075,473	1,373,100	145,000	100,000	33,363	22,491,484
		3,634,962	5,480,870	1,393,587	3,887,300	458,000	2,989,828	920,000	2,075,473	1,373,100	145,000	100,000	3,200,000 3,233,363	3,200,000 25,691,484
Draw's 2018 Total		1,617,607	4,201,794	608,567	2,645,529	164,865	2,566,201	247,441	1,397,720	876,912	31,610	49,238	3,285	14,410,769
Draw 11		67,942	147,607	129,144	115,553	3,554	26,460	35,055	294,394	384,347				1,204,055
Draw 12		60,185	428,176	55,904	12,215		191,508	26,465	161,125	111,320				1,046,899
Draw 13		118,699	356,931	15,990	31,758	10,831	44,435		(85,877)	236,790				729,556
Draw 14	4/19/2019	115,240	16,263	2,765	42,544	6,325	8,481		38,226	128,712				389,556
Draw 15	5/14/2019	53,198	148,929	4,729	39,535	5,581	187,633	-	100,991	24,866				565,482
Draw # 16	6/6/2019	32,471	244,266	85,996	22,246	920	5,709		230,742	1,027		38,375		660,725
Draw #17	7/12/2019	307,184	4,892	202,419	20,326	4,371	16,121		170,568					726,909
Draw # 18	10/2/2019	771,117	30,459	1,036,027	4,221	2,435	124,575		22,026	24,389	45,224	34,780		2,095,253
Draw 19	10/18/2019	24,905												24,905
Total 2019		1,550,940	1,377,523	1,532,974	288,398	34,016	604,922	61,520	932,195	911,472	45,224	73,155	-	7,412,338
Total		3,168,547	5,579,317	2,141,541	2,933,927	198,881	3,171,122	308,961	2,329,915	1,788,384	76,834	122,393	3,285	21,823,108
Remaining Budget		466,415	(98,447)	(747,964)	953,373	259,119	(181,294)	611,039	(254,442)	(415,283)	68,166	(22,393)	3,230,078	3,868,376

City of Franklin
Tax Increment Financing District #6
Balance Sheet
October 31, 2019 and 2018

Assets

	2019	2018
Cash & investments	\$ 6,508,234	\$ -
Total Assets	<u>\$ 6,508,234</u>	<u>\$ -</u>

Liabilities and Fund Balance

Accounts payable	\$ 981	\$ -
Advances from other funds	13,000	-
Total Liabilities	<u>13,981</u>	<u>-</u>
Assigned fund balance	6,494,253	-
Total Liabilities and Fund Balance	<u>\$ 6,508,234</u>	<u>\$ -</u>

Statement of Revenue, Expenses and Fund Balance
For the Ten months ended October 31, 2019 and 2018

	2019 Annual Budget	2019 Amended Budget	2019 Year-to-Date Budget	2019 Year-to-Date Actual	2018 Year-to-Date Actual
Revenue					
Investment income	\$ -	\$ 132,300	\$ 100,000	\$ 105,451	\$ -
Bond proceeds	-	9,837,382	9,281,382	6,638,320	-
Total revenue	<u>-</u>	<u>9,969,682</u>	<u>9,381,382</u>	<u>6,743,771</u>	<u>-</u>
Expenditures					
Debt service interest & fees	\$ -	\$ 195,375	\$ 78,812	\$ 226,063	\$ -
Administrative expenses	-	8,550	6,350	4,130	-
Professional services	-	26,156	1,156	7,137	-
Capital outlay	-	9,000,000	8,300,000	-	-
Encumbrances	-	-	-	(1,156)	-
Total expenditures	<u>-</u>	<u>9,230,081</u>	<u>8,386,318</u>	<u>236,174</u>	<u>-</u>
Revenue over (under) expenditures	-	739,601	<u>\$ 995,064</u>	6,507,597	-
Fund balance, beginning of year	<u>(13,344)</u>	<u>(13,344)</u>		<u>(13,344)</u>	<u>-</u>
Fund balance, end of period	<u>\$ (13,344)</u>	<u>\$ 726,257</u>		<u>\$ 6,494,253</u>	<u>\$ -</u>

City of Franklin
Tax Increment Financing District #7
Balance Sheet
October 31, 2019 and 2018

	2019	2018
<u>Assets</u>		
Cash & investments	\$ (34,335)	\$ -
Total Assets	<u>\$ (34,335)</u>	<u>\$ -</u>
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 1,730	\$ -
Advances from other funds	-	-
Total Liabilities	<u>1,730</u>	<u>-</u>
Assigned fund balance	(36,065)	-
Total Liabilities and Fund Balance	<u>\$ (34,335)</u>	<u>\$ -</u>

Statement of Revenue, Expenses and Fund Balance
For the Ten months ended October 31, 2019 and 2018

	2019 Annual Budget	2019 Amended Budget	2019 Year-to-Date Budget	2019 Year-to-Date Actual	2018 Year-to-Date Actual
Revenue					
Investment & misc income	\$ -	\$ 22,500	\$ 18,750	\$ -	\$ -
Bond proceeds	-	240,000	-	-	-
Total revenue	<u>-</u>	<u>262,500</u>	<u>18,750</u>	<u>-</u>	<u>-</u>
Expenditures					
Debt service interest, fees, bond issuance	\$ -	\$ 153,208	\$ -	\$ -	\$ -
Administrative expenses	-	5,200	-	1,177	-
Professional services	-	30,000	25,000	34,888	-
Capital outlay	-	2,750,000	-	-	-
Encumbrances	-	-	-	-	-
Total expenditures	<u>-</u>	<u>2,938,408</u>	<u>25,000</u>	<u>36,065</u>	<u>-</u>
Revenue over (under) expenditures	-	(2,675,908)	<u>\$ (6,250)</u>	(36,065)	-
Fund balance, beginning of year	<u>-</u>	<u>-</u>		<u>-</u>	<u>-</u>
Fund balance, end of period	<u>\$ -</u>	<u>\$ (2,675,908)</u>		<u>\$ (36,065)</u>	<u>\$ -</u>

City of Franklin
Solid Waste Collection Fund
Balance Sheet
October 31, 2019 and 2018

<u>Assets</u>	2019	2018
Cash and investments	\$ 841,738	\$ 808,322
Accrued Receivables	236	80
Total Assets	\$ 841,974	\$ 808,402
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 148,958	\$ 151,166
Accrued salaries & wages	458	430
Restricted fund balance	692,558	656,806
Total Liabilities and Fund Balance	\$ 841,974	\$ 808,402

Statement of Revenue, Expenses and Fund Balance
For the Ten months ended October 31, 2019 and 2018

	2019 Adopted Budget	2019 YTD Budget	2019 Year-to-Date Actual	2018 Year-to-Date Actual
Revenue				
Grants	\$ 69,000	69,000	\$ 68,858	\$ 68,984
User Fees	1,220,400	1,220,176	1,215,629	1,211,485
Landfill Operations-tippage	361,800	268,947	269,040	270,931
Investment Income	9,500	8,451	27,848	12,293
Sale of Recyclables	-	-	2,294	1,239
Total Revenue	1,660,700	1,566,574	1,583,669	1,564,932
Expenditures:				
Personal Services	16,931	13,902	11,177	12,359
Refuse Collection	713,750	594,571	593,059	577,752
Recycling Collection	380,720	317,198	328,848	320,841
Leaf & Brush Pickups	63,800	53,167	40,000	40,000
Tippage Fees	469,000	390,833	347,159	349,276
Miscellaneous	3,500	2,917	1,615	1,575
Printing	1,800	1,500	-	-
Total expenditures	1,649,501	1,374,088	1,321,858	1,301,803
 Revenue over (under) expenditures	 11,199	 <u>192,486</u>	 261,811	 263,129
 Fund balance, beginning of year	 <u>430,747</u>		 <u>430,747</u>	 <u>393,677</u>
 Fund balance, end of period	 <u>\$ 441,946</u>		 <u>\$ 692,558</u>	 <u>\$ 656,806</u>

**City of Franklin
Capital Outlay Fund
Balance Sheet
October 31, 2019 and 2018**

<u>Assets</u>	2019	2018
Cash and investments	\$ 647,144	\$ 523,388
Total Assets	\$ 647,144	\$ 523,388
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 13,116	\$ 19,237
Assigned fund balance	634,028	504,151
Total Liabilities and Fund Balance	\$ 647,144	\$ 523,388

**Statement of Revenue, Expenses and Fund Balance
For the Ten months ended October 31, 2019 and 2018**

Revenue	2019 Original Budget	2019 Amended Budget	2019 Year-to-Date Budget	2019 Year-to-Date Actual	2018 Year-to-Date Actual
Property Taxes	\$ 452,800	\$ 452,800	\$ 452,800	\$ 452,800	\$ 450,500
Grants	5,000	5,000	4,167	8,998	2,021
Landfill Siting	317,000	317,000	301,832	317,000	147,000
Investment Income	6,000	6,000	5,000	16,692	5,759
Miscellaneous Revenue	25,000	25,000	22,980	20,315	22,070
Transfers from Other Funds	250,000	250,000	250,000	-	101,000
Total Revenue	1,055,800	1,055,800	1,036,779	815,805	728,350
Expenditures:					
General Government	158,610	247,203	168,050	108,694	97,678
Public Safety	473,795	602,585	526,803	457,497	489,848
Public Works	34,020	66,520	48,332	56,593	54,376
Health and Human Services	1,020	1,020	850	1,006	3,563
Culture and Recreation	9,000	29,766	22,417	20,623	10,208
Conservation and Development	1,500	3,510	2,500	503	1,018
Contingency	50,000	51,385	51,385	2,303	6,525
Contingency - Pending Additional Consideration	100,000	-	60,440	-	-
Contingency - Restricted	250,000	250,000	-	-	-
Encumbrances	-	-	-	(40,399)	(85,977)
Transfers to Other Funds	-	-	-	-	-
Total expenditures	1,077,945	1,251,989	880,777	606,820	577,239
Revenue over (under) expenditures	(22,145)	(196,189)	156,002	208,985	151,111
Fund balance, beginning of year	425,043	425,043		425,043	353,040
Fund balance, end of period	\$ 402,898	\$ 228,854		\$ 634,028	\$ 504,151

A Portion of Municipal Building, Police, Highway & Parks appropriations are contingent upon Landfill Siting revenue growth

**City of Franklin
Equipment Replacement Fund
Balance Sheet
October 31, 2019 and 2018**

<u>Assets</u>	2019	2018
Cash and investments	\$ 3,308,443	\$ 2,830,680
Total Assets	\$ 3,308,443	\$ 2,830,680
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 633,196	\$ 112,591
Assigned fund balance	2,675,247	2,718,089
Total Liabilities and Fund Balance	\$ 3,308,443	\$ 2,830,680

**Comparative Statement of Revenue, Expenses and Fund Balance
For the Ten months ended October 31, 2019 and 2018**

	2019 Original Budget	2019 Amended Budget	2019 Year-to-Date Budget	2019 Year-to-Date Actual	2018 Year-to-Date Actual
Revenue:					
Property Taxes	\$ 175,000	\$ 175,000	\$ 175,000	\$ 175,000	\$ 350,000
Landfill	376,700	376,700	357,577	421,210	200,000
Investment Income	29,000	29,000	24,167	86,242	10,500
Property Sales	30,000	30,000	23,820	727	56,695
Total revenue	610,700	610,700	580,564	683,179	617,195
Expenditures:					
Public Safety	1,006,670	1,006,670	882,216	875,947	94,965
Public Works	190,000	210,431	160,832	210,431	250,424
Encumbrances	-	-	-	(432,751)	(134,468)
Total expenditures	1,196,670	1,217,101	1,043,048	653,627	210,921
Revenue over (under) expenditures	(585,970)	(606,401)	(462,484)	29,552	406,274
Fund balance, beginning of year	2,645,695	2,645,695		2,645,695	2,311,815
Fund balance, end of period	\$ 2,059,725	\$ 2,039,294		\$ 2,675,247	\$ 2,718,089

**City of Franklin
Street Improvement Fund
Balance Sheet
October 31, 2019 and 2018**

<u>Assets</u>	2019	2018
Cash and investments	\$ 392,517	\$ 306,076
Total Assets	\$ 392,517	\$ 306,076
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$ 2,301
Assigned fund balance	392,517	303,775
Total Liabilities and Fund Balance	\$ 392,517	\$ 306,076

**Statement of Revenue, Expenses and Fund Balance
For the Ten months ended October 31, 2019 and 2018**

	2019 Original Budget	2019 Amended Budget	2019 Year-to-Date Totals	2018 Year-to-Date Totals
Revenue:				
Property Taxes	\$ 18,200	\$ 18,200	\$ 18,200	\$ 714,700
Landfill Siting	133,000	133,000	216,350	124,500
Investment Income	4,000	4,000	13,404	8,503
Local Road Improvement Aids	700,000	700,000	700,000	-
Refunds and Reimbursements	-	-	-	-
Total revenue	855,200	855,200	947,954	847,703
Expenditures:				
Street Reconstruction Program - Current Year	975,000	1,105,000	1,156,213	905,345
Encumbrances	-	-	(201,388)	(75,151)
Total expenditures	975,000	1,105,000	954,825	830,194
Revenue over (under) expenditures	(119,800)	(249,800)	(6,871)	17,509
Fund balance, beginning of year	399,388	399,388	399,388	286,266
Fund balance, end of period	\$ 279,588	\$ 149,588	\$ 392,517	\$ 303,775

City of Franklin
Capital Improvement Fund
Balance Sheet
October 31, 2019 and 2018

<u>Assets</u>	2019	2018
Cash and investments	\$ 1,341,612	\$ 3,592,519
Accrued receivables	8,949	847
Total Assets	\$ 1,350,561	\$ 3,593,366
 <u>Liabilities and Fund Balance</u>		
Accounts payable	\$ 22,194	\$ 316,582
Contracts Payable	232,047	-
Escrow Balances Due	-	78,915
Assigned fund balance	1,096,320	3,197,869
Total Liabilities and Fund Balance	\$ 1,350,561	\$ 3,593,366

Statement of Revenue, Expenses and Fund Balance
For the Ten months ended October 31, 2019 and 2018

	2019 Original Budget	2019 Amended Budget	2019 Year-to-Date Totals	2018 Year-to-Date Totals
Revenue:				
Block Grants	\$ -	\$ -	\$ -	\$ -
Other Grants	1,150,000	1,150,000	-	-
Landfill Siting	560,000	560,000	806,792	116,695
Transfers from Other Funds	-	-	92,000	-
Transfers from Impact Fees	384,511	384,511	102,932	202,039
Transfers from Connection Fees	1,000,000	1,000,000	-	-
Bond Proceeds	2,100,000	2,750,000	-	-
Donations	-	-	-	11,085
Refunds & Reimbursements	-	-	65	-
Investment Income	20,000	20,000	83,035	26,902
Total revenue	5,214,511	5,864,511	1,084,824	356,721
Expenditures:				
General Government	1,815,000	1,822,940	1,772,828	42,310
Public Safety	1,665,000	1,707,696	1,477,330	112,069
Public Works	2,550,000	3,340,565	2,577,918	581,764
Culture and Recreation	843,109	846,434	577,638	354,432
Sewer & Water	1,000,000	1,000,000	-	-
Contingency	100,000	99,984	19,880	3,084
Bond/Note Issuance Cost	75,000	75,000	-	-
Transfers to Other Funds	-	-	-	101,000
Encumbrances	-	-	(3,113,718)	(240,314)
Total expenditures	8,048,109	8,892,619	3,311,876	954,345
Revenue over (under) expenditures	(2,833,598)	(3,028,108)	(2,227,052)	(597,624)
Fund balance, beginning of year	3,323,372	3,323,372	3,323,372	3,795,493
Fund balance, end of period	\$ 489,774	\$ 295,264	\$ 1,096,320	\$ 3,197,869

**City of Franklin
Development Fund
Balance Sheet
October 31, 2019 and 2018**

<u>Assets</u>	<u>2019</u>	<u>2018</u>
Cash and investments	\$ 8,678,252	\$ 5,277,590
Total Assets	\$ 8,678,252	\$ 5,277,590
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$ -
Payable to Developers- Oversizing	103,934	59,799
Assigned fund balance	8,574,318	5,217,791
Total Fund Balance	8,574,318	5,217,791
Total Liabilities and Fund Balance	\$ 8,678,252	\$ 5,277,590

**Comparative Statement of Revenue, Expenses and Fund Balance
For the Ten months ended October 31, 2019 and 2018**

	<u>2019 Amended Budget</u>	<u>2019 Year-to-Date Budget</u>	<u>2019 Year-to-Date Actual</u>	<u>2018 Year-to-Date Actual</u>
Revenue:				
Impact Fee: Parks	\$ 400,000	\$ 338,504	\$ 905,762	\$ 516,897
Southwest Sewer Service Area	35,000	35,000	34,986	4,689
Administration	7,500	6,473	20,231	12,540
Water	425,000	359,030	985,908	587,517
Transportation	25,000	22,753	73,046	44,912
Fire Protection	50,000	43,263	149,433	86,899
Law Enforcement	75,000	64,885	277,111	159,260
Library	75,000	63,545	249,842	147,272
Total Impact Fees	1,092,500	933,453	2,696,319	1,559,986
Investment Income	60,000	50,000	169,588	25,524
Interfund Interest Income	-	-	-	74
Total revenue	1,152,500	983,453	2,865,907	1,585,584
Expenditures:				
Other Professional Services	35,253	16,667	15,253	3,321
Transfer to Debt Service:				
Law Enforcement	205,000	205,000	133,800	130,220
Fire	43,100	43,100	39,333	45,226
Transportation	73,250	73,250	18,000	43,541
Library	133,100	133,100	132,286	113,267
Total Transfers to Debt Service	454,450	454,450	323,419	332,254
Transfer to Capital Improvement Fund Park	384,511	237,908	128,218	202,038
Total Transfers to Capital Improve	384,511	237,908	128,218	202,038
Sewer Fees	500,000	-	-	-
Water Fees	500,000	333,333	317,130	-
Encumbrances		-	(352,235)	(3,321)
Total expenditures	1,874,214	1,042,358	431,785	534,292
Revenue over (under) expenditures	(721,714)	(58,905)	2,434,122	1,051,292
Fund balance, beginning of year	4,058,562		6,140,196	4,166,499
Fund balance, end of period	\$ 3,336,848		\$ 8,574,318	\$ 5,217,791

Development Fund

City of Franklin

Summary of Impact Fee Activity
For the nine months ended September 30, 2019

	4292	4293	4294	4295	4296	4297	4299	27 1100 1111 -27 2000.2117
Cash Acct								
Revenue Acct								
Expenditure Acct								
	Parks Recreation	SW Sewer	Admin Fee	Water	Transportation	Fire Protection	Law Enforcement	Library
Beginning Bal, 01/01/19	4,098,570.98	39,277.12	90,530.02	1,522,882.55	23,732.20	94,469.10	129,589.07	141,145.03
1st Quarter								
Impact Fees	56,316.00	8,415.00	990.00	155,958.00	5,721.00	9,831.00	18,182.00	15,945.00
Expenditures			(2,745.50)	^z (18,000.00)	¹ (39,333.13)	(133,800.00)	(132,286.26)	(132,286.26)
subtotal	4,154,886.98	47,692.12	88,774.52	1,678,840.55	11,453.20	64,966.97	13,971.07	24,303.77
Transfers								
Investment Income	35,883.44	378.11	779.56	13,920.09	152.98	893.18	624.15	721.49
Ending balance 3/31/2019	4,190,770.42	48,070.23	89,554.08	1,692,760.64	11,606.18	65,860.15	14,595.22	25,525.26
2nd Quarter								
Impact Fees	113,421.00	7,815.00	2,750.00	93,055.00	12,935.00	20,529.00	37,985.00	31,566.00
Expenditures			(2,102.50)					
subtotal	4,304,191.42	55,885.23	90,201.58	1,785,815.64	24,541.18	86,189.15	52,580.22	57,091.26
Transfers								
Investment Income	39,030.07	506.76	817.94	16,193.64	222.54	781.56	476.79	517.70
Ending balance 6/30/2019	4,343,221.49	56,391.99	91,019.52	1,802,009.28	24,763.72	86,970.71	53,057.01	57,608.96
3rd Quarter								
Impact Fees	57,520.00	9,378.00	1,421.00	55,330.00	26,058.00	19,771.00	36,243.00	16,288.00
Expenditures	(102,932.46)	0.00	(585.00)	0.00	0.00	0.00	0.00	0.00
subtotal	4,297,809.03	65,769.99	91,855.52	1,857,339.28	50,821.72	106,741.71	89,300.01	73,896.96
Transfers								
Investment Income	27,086.40	414.51	578.89	11,705.64	320.30	672.73	562.80	465.73
Ending balance 9/30/2019	4,324,895.43	66,184.50	92,434.41	1,869,044.92	51,142.02	107,414.44	89,862.81	74,362.69
4th Quarter								
Impact Fees	678,505.00	9,378.00	15,070.00	681,565.00	28,332.00	99,302.00	184,701.00	186,043.00
Expenditures								
subtotal	5,003,400.43	75,562.50	107,504.41	2,550,609.92	79,474.02	206,716.44	274,563.81	260,405.69
Transfer								
Investment Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Ending balance 12/31/2019	5,003,400.43	75,562.50	107,504.41	2,550,609.92	79,474.02	206,716.44	274,563.81	260,405.69
Number of Months	325.26	51.61	221.28	130.01	18.54	51.54	37.26	60.30
2019 Impact Fees	905,762.00	34,986.00	20,231.00	985,998.00	73,046.00	149,433.00	277,111.00	249,842.00
2018 Impact Fees	869,037.00	4,689.00	20,625.00	938,441.00	55,533.10	136,409.82	250,076.12	243,988.00
2017 Impact Fees	66,591.00	0.00	2,695.00	122,539.00	19,218.00	17,970.00	33,017.00	19,383.00
2016 Impact Fees	209,983.00	0.00	4,950.00	210,581.00	8,570.00	30,198.00	56,096.00	57,725.00
2015 Impact Fees	137,670.00	2,928.00	3,630.00	133,352.00	20,533.00	27,116.00	50,222.00	38,526.00
2014 Impact Fees	184,592.00	17,568.00	5,830.00	235,415.00	51,436.00	48,134.00	88,431.00	51,821.00
2013 Impact Fees	317,206.00	11,712.00	6,160.00	427,429.00	31,829.00	45,110.00	82,280.00	66,179.00

* Funded by an Administrative Fee not an impact fee

Scheduled

Unpaid Balance @ 12/31/2018

Deferred principal & interest

¹ Debt service payments² Oversizing payments made

Oversizing payments due in future periods

L 141803 VOL1 Finance/Qtrpt-MONTHLY FINANCIAL REPORTS/2019/Impact Fees IMPACT FEES 2019

City of Franklin
Summary of Park Impact Fee Availability
September 30, 2019

		Spent	Current Impact Fees			
		By	Impact Fee	Interest	Expenditures	Total
2019	1st Qtr	2028	56,316 00	35,883 44	0 00	92,199 44
	2nd Qtr	2028	113,421 00	8,687 63	0 00	122,108 63
	3rd Qtr	2028	53,925 00	0 00	102,932 46	(49,007 46)
	4th Qtr	2028	0 00	0 00	0 00	-
	2019		223,662 00	44,571 07	102,932 46	165,300 61
2018	2018		869,037 00	47,964 42	202,038 51	714,962 91
2017	2017		66,591 00	33,123 42	661 26	99,053 16
2016	Total		209,983 00	28,120 12	212,221 99	25,881 13
2015	Total		137,670 00	55,558 15	607,299 51	(414,071 36)
2014	Total		184,592 00	133,563 95	626,182 10	(308,026 15)
2013	Total		317,206 00	84,950 58	124,912 10	277,244 48
2012	Total		263,398 00	102,473 34	-	365,871 34
2011	Total		163,106 00	44,506 30	-	207,612 30
2010	Total		145,479 00	66,273 18	46 87	211,705 31
2009	Total		80,215 00	86,651 98	5,459 02	161,407 96
2008	Total		133,074 00	95,987 90	10,913 04	218,148 86
2007	Total		220,706 00	172,806 38	823,897 23	(430,384 85)
2006	1st Qtr		216,825 00	26,798 63	-	243,623 63
	2nd Qtr		189,847 00	32,334 72	-	222,181 72
	3rd Qtr		112,461 00	47,200 50	-	159,661 50
	4th Qtr		127,774 00	38,616 60	392,618 08	(226,227 48)
	Total		646,907 00	144,950 45	392,618 08	399,239 37
2005	Total		1,006,696 00	63,382 62	471,251 40	598,827 22
2004	Total		1,028,255 00	17,433 14	28,523 46	1,017,164 68
2003	Total		668,917 00	6,283 52	-	675,200 52
2002	Total		275,620 00	3,114 10	-	278,734 10
Balance			6,417,452 00	1,187,143 55	3,608,957 03	4,098,570 98
Spent			3,498,621 00			

**City of Franklin
Utility Development Fund
Balance Sheet
October 31, 2019 and 2018**

<u>Assets</u>	2019	2018
Cash and investments - Water	\$ 883,557	\$ 641,675
Cash and investments - Sewer	1,223,162	905,132
Special Assessment - Water Current	99,738	140,867
Special Assessment - Water Deferred	170,661	314,587
Special Assessment - Sewer Current	191,587	241,026
Special Assessment - Sewer Deferred	-	70,898
Reserve for Uncollectible	(16,776)	(16,776)
Total Assets	\$ 2,551,929	\$ 2,297,409
<u>Liabilities and Fund Balance</u>		
Accounts payable	\$ -	\$ -
Unearned Revenue	445,210	750,602
Total Fund Balance	2,106,719	1,546,807
Total Liabilities and Fund Balance	\$ 2,551,929	\$ 2,297,409

**Comparative Statement of Revenue, Expenses and Fund Balance
For the Ten months ended October 31, 2019 and 2018**

	2019 Original Budget	2019 Year-to-Date Budget	2019 Year-to-Date Actual	2018 Year-to-Date Actual
Revenue:				
Special Assessments				
Water	\$ 28,400	\$ 6,687	\$ 174,652	\$ 23,695
Sewer	29,200	4,505	70,898	5,830
Connection Fees				
Water	2,000	2,000	-	-
Sewer	35,000	30,327	114,420	83,220
Total Assessments & Connection Fees	94,600	43,519	359,970	112,745
Special Assessment Interest	17,900	280	222	213
Investment Income	10,000	8,334	33,989	20,471
Total revenue	122,500	52,133	394,181	133,429
 Transfer to Capital Improvement Fund				
Water	500,000	-	-	-
Sewer	500,000	-	-	-
Total Transfers to Capital Improven	1,000,000	-	-	-
 Revenue over (under) expenditures	(877,500)	52,133	394,181	133,429
 Fund balance, beginning of year			1,712,538	1,413,378
 Fund balance, end of period			\$ 2,106,719	\$ 1,546,807

City of Franklin
Self Insurance Fund - Actives
Balance Sheet
October 31, 2019 and 2018

<u>Assets</u>	2019	2018
Cash and investments	\$ 2,604,018	\$ 2,149,987
Accounts receivable	309	600
Total Assets	\$ 2,604,327	\$ 2,150,587
<u>Liabilities and Net Assets</u>		
Accounts payable	\$ 74,347	\$ 6,225
Claims payable	290,700	290,700
Unrestricted net assets	2,239,280	1,853,662
Total Liabilities and Fund Balance	\$ 2,604,327	\$ 2,150,587

City of Franklin Self Insurance Fund - Actives
Statement of Revenue, Expenses and Fund Balance
For the Ten months ended October 31, 2019 and 2018

	2019 Original Budget	2019 Amended Budget	2019 Year-to-Date Budget	2019 Year-to-Date Actual	2018 Year-to-Date Actual
Revenue					
Medical Premiums-City	\$ 2,837,218	\$ 2,837,218	\$ 2,366,891	\$ 2,024,484	\$ 2,056,015
Medical Premiums-Employee	642,507	642,507	535,435	439,139	381,280
Other - Invest Income, Rebates	30,000	30,000	25,000	239,074	169,509
Medical Revenue	3,509,725	3,509,725	2,927,326	2,702,697	2,606,804
Dental Premiums-City	112,550	112,550	78,944	93,033	90,293
Dental Premiums-Retirees	3,675	3,675	3,675	2,472	3,600
Dental Premiums-Employee	56,450	56,450	47,077	47,521	46,367
Dental Revenue	172,675	172,675	129,696	143,026	140,260
Total Revenue	3,682,400	3,682,400	3,057,022	2,845,723	2,747,064
Expenditures:					
Medical					
Medical claims	2,833,650	2,833,650	2,224,667	1,288,644	1,766,708
Prescription drug claims	-	-	-	176,436	281,590
Refunds-Stop Loss Coverage	-	-	-	22	(54,271)
Total Claims	2,833,650	2,833,650	2,224,667	1,465,102	1,994,027
Medical Claim Fees	145,850	145,850	127,398	139,363	123,266
Stop Loss Premiums	667,300	667,300	565,718	460,125	469,818
Other - Miscellaneous	118,250	118,250	55,042	60,454	23,171
HSA Contributions	-	-	-	94,375	-
Transfer to Other Funds	59,250	98,125	49,375	-	-
Total Medical Costs	3,824,300	3,863,175	3,022,200	2,219,419	2,610,282
Dental					
Active Employees & COBRA	189,000	189,000	155,710	144,089	164,283
Retiree	3,675	3,675	3,233	3,103	5,033
Total Dental Costs	192,675	192,675	158,943	147,192	169,316
Claims contingency				-	-
Total Expenditures	4,016,975	4,055,850	3,181,143	2,366,611	2,779,598
Revenue over (under) expenditures	(334,575)	(373,450)	\$ (124,121)	479,112	(32,534)
Net assets, beginning of year	1,760,168	1,760,168		1,760,168	1,886,196
Net assets, end of period	\$ 1,425,593	\$ 1,386,718		\$ 2,239,280	\$ 1,853,662


City of Franklin
City of Franklin Post Employment Benefits Trust
Balance Sheet
October 31, 2019 and 2018

Assets	2019	2018
Cash and investments	\$ 115,883	\$ -
Investments held in trust - Fixed Inc	2,164,195	2,003,968
Investments held in trust - Equities	4,024,499	3,579,081
Accounts receivable	15,051	13,972
Total Assets	\$ 6,319,628	\$ 5,597,021
Liabilities and Net Assets		
Accounts payable	\$ 2,808	\$ 441
Claims payable	131,100	131,100
Due to City	-	9,661
Net assets held in trust for post emp	6,185,720	5,455,819
Total Liabilities and Fund Balance	\$ 6,319,628	\$ 5,597,021

City of Franklin Post Employment Benefits Trust
Statement of Revenue, Expenses and Fund Balance
For the Ten months ended October 31, 2019 and 2018

	2019	2018
	Year-to-Date	Year-to-Date
Revenue	Actual	Actual
ARC Medical Charges - City	\$ 213,086	\$ 235,383
Medical Charges - Retirees	152,195	128,294
Implicit Rate Subsidy	76,438	134,927
Medical Revenue	<u>441,719</u>	<u>498,604</u>
Expenditures:		
Retirees-Medical		
Medical claims	225,803	380,178
Prescription drug claims	109,307	109,879
Refunds-Stop Loss Coverage	(1,393)	(642)
Total Claims-Retirees	<u>333,717</u>	<u>489,415</u>
Medical Claim Fees	39,902	16,062
Stop Loss Premiums	67,583	72,975
Miscellaneous Expense	345	330
ACA Fees	172	160
Total Medical Costs-Retirees	<u>441,719</u>	<u>578,942</u>
Revenue over (under) expenditures	-	(80,338)
Annual Required Contribution-Net	77,326	-
Other - Investment Income, etc	<u>878,990</u>	<u>(37,606)</u>
Total Revenues	<u>956,316</u>	<u>(37,606)</u>
Net Revenues (Expenditures)	956,316	(117,944)
Net assets, beginning of year	<u>5,229,404</u>	<u>5,573,763</u>
Net assets, end of period	<u>\$ 6,185,720</u>	<u>\$ 5,455,819</u>

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APPROVAL 	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/03/2019
REPORTS & RECOMMENDATIONS	2020 Property and Casualty Insurance Coverage	ITEM NUMBER <i>G.16.</i>

The City of Franklin currently has its liability insurance plans with the League of Wisconsin Municipalities Mutual Insurance Plan (LWMMI), agent being R&R Insurance, and its property insurance plans with Chubb. LWMMI has served the City very well since 2004 and continues to be very responsive to municipal needs and flexible in policy language and application. The City's property insurance policies have been with Chubb since 2016, and the reporting and subsequent reimbursement for a few past claims (Police Department chiller unit claim and Ryan Creek Interceptor Sewer damage claim) were very smooth and unproblematic. Some other companies may not have even covered these losses.

Liability

As of 2019, the City carries a \$10M limit of liability with LWMMI with a \$5,000 deductible. LWMMI began offering the increased limit of liability option of \$10M (was \$6M) in 2019, which eliminates the City's need to purchase an additional Umbrella policy. LWMMI also provides Terrorism coverage automatically at no additional cost (up to the \$10M limit). LWMMI rates remained the same for 2020, however, some line items, such as Police Professional Liability, Auto Liability, and Auto Physical Damage, increased due to the City's values/numbers increased.

For the 2020 Workers Compensation, the City's preliminary premium will decrease by \$27,877 from the 2019 premium, subject to reconciliation of final salaries and wages. Workers Compensation is based on the State-calculated modification ratio for the last 3 years of claims history, which for 2020 the City's modification ratio increased from .99 to 1.00. LWMMI continues to use United Heartland as its administrator for its Workers Compensation policy. As LWMMI will not write a policy without workers compensation, other quotes were not sought or necessary since the rates are statutorily set and since our full amount of LWMMI premiums are subject to potential annual dividends. Last year's policy dividend was \$82,047 (2017's policy dividend was \$88,144).

The City also carries a Storage Tank liability policy with ACE American Insurance Company (\$1,000,000 per incident/\$2,000,000 total policy aggregate limit) at a renewing cost of \$4,234 (up \$356). For Crime coverage, the City moved/bound its 2018 Crime policy with Hanover due to their expanded coverage that includes Employee Theft, Forgery or Alteration, Inside the Premises Theft of Money & Securities, Outside the Premises, Computer Fraud, Funds Transfer Fraud, and False Pretense. This is a 3-year term policy with Hanover which covers the City through December 31, 2020 at a policy rate of \$2,450 each year.

Property

Chubb, the City's current property policy provider, provided a 2020 property quote for the City's buildings, property in the open, and contractor's equipment of \$76,852, an increase of \$8,942 from 2019. This is based on a \$5,000 deductible for buildings and property in the open and a \$1,000 deductible for contractor's equipment and includes Terrorism coverage. R&R Insurance, the City's insurance agent, reports that the increase in premium is due to a 4% inflation guard and then added reinsurance cost makes up the remainder of the premium variance. Industry-wide, reinsurance costs

are a driving factor in renewal costs. Chubb is a private, A++ rated insurance company that has been around since 1882. Chubb's policy also includes the following:

- Machinery breakdown coverage as part of their total policy limit (Boiler & Machinery).
- A \$250,000 automatic blanket limit of insurance that applies to items such as fine arts; outdoor trees, shrubs, plants, or lawns; personal property of employees; accounts receivable; electronic data processing property, etc.
- A \$250,000 added value to the Mobile Equipment (contractor's equipment) coverage for Fire and Police equipment that is not permanently mounted to the vehicles. Meaning if a Fire or PD vehicle was in an accident, the Auto Physical Damage policy would apply/cover the damage to the vehicle only, not any equipment in/on the vehicle that was damaged. This \$250,000 added value would then cover any equipment in/on the vehicle that was also damaged in the accident.
- \$2,000,000 worth of Business Income/Extra Expense coverage (i.e., if a natural disaster occurred that took City Hall or any of its other buildings out, costs up to \$2,000,000 would be covered for setting up at a different location with computers, phones, everything necessary in order to do day-to-day business).
- Flood water coverage limits above the norm (includes inundation, back-up, and mud flow) based on the location of the buildings and if they reside in a floodplain zone.

Recommendation to Add New Policy for Cyber Crime Insurance

The City's insurance agent, R&R Insurance, highly recommends and sought quotes for provision of a Cyber Insurance policy for the City of Franklin. Chubb Insurance, the market leader in Cyber Insurance, provided the best quote/coverage for an annual premium of \$3,958 (quote attached).

This policy provides 1) \$1,000,000 (each incident and aggregate) coverage for First Party Cyber - money for out-of-pocket expenses, lost revenues, ransom payments in bitcoin, and notification expenses required by state law incurred during a breach event; 2) a team of experts: IT analysts, forensics specialties, breach coaches, hostage negotiators, and specialty cyber attorneys available should a claim occur; and 3) R&R Insurance will come out and help pre-train the team and help build the cyber continuity business plan before an event occurs so that if something does happen people do not panic and respond incorrectly.

The Director of Administration recommends the City add this Cyber Insurance policy for the small premium cost of \$3,958, which is designed to sit parallel with LWMMI's liability coverage program and the City's Crime policy with Hanover. Of particular benefit is the team of experts in the event of a claim. Chubb uses the team to swarm in and limit their loss, but in so doing, they would be providing a fast, experienced response which would also limit the City's loss.

Summary

Since the City's current liability and property insurance policies with LWMMI/R&R Insurance and Chubb are pretty much status quo for 2020, the Director of Administration recommends keeping these policies all the same for 2020 – but strongly recommends adding the \$3,958 additional premium for the Cyber Insurance Policy through Chubb.

The following table shows a summary of the 2019 premium costs and 2020 estimated premiums through R&R Insurance/LWMMI and Chubb for the City's liability and property insurance policies. The 2020 total estimated cost for both liability and property - with the addition of the new Cyber Insurance Policy - is \$759,853, a decrease of \$6,629 from 2019 mainly due to the decrease in Worker's Compensation (would have been a decrease of \$10,587 without the addition of the new Cyber premium).

Coverage	2019 Cost	2020 Cost	Carrier
Property Insurance			
Buildings/BPP/PTO/Mobile Equipment/Boiler & Machinery	\$67,910 w/Terrorism	\$76,852 w/Terrorism	Chubb
Liability Insurance	\$10M Limit	\$10M Limit	
General Liability	95,524	95,524	R&R Ins /LWMMI
Police Professional	41,437	42,105	R&R Ins /LWMMI
Public Officials	50,394	50,394	R&R Ins /LWMMI
Auto Liability	28,696	30,329	R&R Ins /LWMMI
Auto Physical Damage	50,556	56,247	R&R Ins /LWMMI
Crime & Monies/Securities	2,450	2,450	R&R Ins /Hanover
Storage Tank	3,878	4,234	R&R-ACE
Workers Compensation	425,637	397,760	R&R Ins /United Heartland
Cyber Insurance Policy (New for 2020)	0	3,958	Chubb
Subtotal-Liability Insurance	\$698,572	\$683,001	R&R Ins /LWMMI
Total - Property & Liability	\$766,482	\$759,853	R&R/LWMMI & Chubb

The 2020 Insurance budget includes a total amount of \$805,000. Furthermore, note that the City received a dividend check this year from the League of Wisconsin Municipalities in the amount of \$82,047 for the 2018 policy year. As such, it is expected there are sufficient appropriations to fund the proposed policies as noted in the above table. Please note that final costs for the year will vary as, for example, new vehicles and equipment are added for or removed from coverage during the year.

COUNCIL ACTION REQUESTED

Motion to authorize the Director of Administration to renew and execute the City's casualty insurance plans with R&R Insurance/League of Wisconsin Municipalities Mutual Insurance (LWMMI), Chubb, Hanover, and ACE American Insurance Company for the upcoming 2020 year, as noted above, including the addition of the Cyber Insurance Policy through Chubb for an annual premium of \$3,958, and to further authorize release of premium payments in accordance with or as required by said policy documents.

Chubb Cyber Enterprise Risk Management Policy**Option: 1**

Maximum Single Limit of Insurance	\$1,000,000	Premium	\$3,958
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Maximum Policy Aggregate Limit of Insurance	\$1,000,000	Surcharges/Assessments/Taxes	\$0.00
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Annual Quoted Premium	\$3,958.00
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Optional Extended Reporting Period: 12 months for 100% of last annual premium

First Party Insuring Agreements

Check if Included	Insuring Agreement	Limit of Insurance Each Incident/Aggregate	Retention/Waiting Period Each Incident	Cyber Incident Response Coach Retention
<input checked="" type="checkbox"/>	Cyber Incident Response Fund	Affected Persons Sidecar		
	Cyber Incident Response Team	\$1,000,000/\$1,000,000	\$10,000	\$0
	Non-Panel Response Provider	\$500,000/\$500,000	\$10,000	\$10,000
<input checked="" type="checkbox"/>	Business Interruption Loss and Extra Expense	\$1,000,000/\$1,000,000	\$10,000/8 Hours	<u>N/A</u>
<input checked="" type="checkbox"/>	Contingent Business Interruption Loss and Extra Expense			
	Unscheduled Providers	\$1,000,000/\$1,000,000	\$10,000/8 Hours	<u>N/A</u>
	Scheduled Providers	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
<input checked="" type="checkbox"/>	Digital Data Recovery	\$1,000,000/\$1,000,000	\$10,000	<u>N/A</u>
<input checked="" type="checkbox"/>	Network Extortion	\$1,000,000/\$1,000,000	\$10,000	<u>N/A</u>

* Limits will automatically increase to the limits referenced in the Cyber Incident Response Fund Sidecar endorsement option if the Cyber Incident Response Team is used and subject to all terms of the endorsement. Please refer to the terms and conditions of the Cyber Incident Response Fund Sidecar endorsement.

Third Party Liability Insuring Agreements

Check if Included	Insuring Agreement	Limit of Insurance Each Claim/Aggregate	Retention Each Claim	Retroactive Date	Pending or Prior Proceedings Date
<input type="checkbox"/>	Cyber Privacy, Network and Security Liability	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
	Payment Card Loss	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
	Regulatory Proceedings	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
<input type="checkbox"/>	Electronic, Social, and Printed Media Liability	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

Cyber Crime Insuring Agreements

Check if Included	Insuring Agreement	Limit of Insurance Each Incident/Aggregate	Retention/Waiting Period Each Incident
<input type="checkbox"/>	Computer Fraud	<u>N/A</u>	<u>N/A</u>
<input type="checkbox"/>	Funds Transfer Fraud	<u>N/A</u>	<u>N/A</u>

APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE December 3, 2019
REPORTS AND RECOMMENDATIONS	Potential commercial/industrial/manufacturing development(s) and proposal(s) and potential development(s) agreement(s) in relation thereto for, including, but not limited to the propert(ies) at the Northeast corner of South 76th Street and West Ryan Road. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to potential commercial/industrial/manufacturing development(s) and proposal(s) and the investing of public funds and governmental actions in relation thereto and to effect such development(s), including the terms and provisions of potential development agreement(s) for, including, but not limited to the propert(ies) at the Northeast corner of South 76th Street and West Ryan Road, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate	ITEM NUMBER <i>G, 17.</i>

Department of City Development and Engineering, Administration, Finance and Legal Services departments staff will be present at the meeting.

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 consider terms relating to potential commercial/industrial/manufacturing development(s) and proposal(s) and the investing of public funds and governmental actions in relation thereto and to effect such development(s), including the terms and provisions of potential development agreement(s) for, including, but not limited to the propert(ies) at the Northeast corner of South 76th Street and West Ryan Road, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

Economic Development Dept.: CB; Legal Services Dept.: jw

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APPROVAL <i>slw</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE December 3, 2019
REPORTS AND RECOMMENDATIONS	<p>Potential development and proposal and potential development agreement by and with ZS Enterprises, LLC for Franklin Corporate Park property located on the south side of West Elm Road in the approximately 3500 block area were West Elm Road to be extended to the west, consisting of approximately 79.79 acres and bearing Tax Key No. 979-9997-000. The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to potential development and proposal and the investing of public funds and governmental actions in relation thereto and to effect such development, including the terms and provisions of a potential development agreement for the development of property located on the south side of West Elm Road in the approximately 3500 block area were West Elm Road to be extended to the west, consisting of approximately 79.79 acres and bearing Tax Key No. 979-9997-000, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate</p>	ITEM NUMBER <i>G.18.</i>

Department of City Development and Engineering, Finance and Legal Services departments staff will be present at the meeting.

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 consider terms relating to potential development and proposal and the investing of public funds and governmental actions in relation thereto and to effect such development, including the terms and provisions of a potential development agreement for the development of property located on the south side of West Elm Road in the approximately 3500 block area were West Elm Road to be extended to the west, consisting of approximately 79.79 acres and bearing Tax Key No. 979-9997-000, and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

Engineering Dept.: GEM; Economic Development Dept.: CB

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE December 3, 2019
REPORTS AND RECOMMENDATIONS	Potential property acquisition(s) and public improvements and development(s) and agreement(s) for the Tax Incremental District No. 4 Franklin Corporate Park, including, but not limited to the properties located at 3617 West Oakwood Road (Tax Key No. 950-9997-001) and 3548 South County Line Road (Tax Key No. 979-9999-000). The Common Council may enter closed session pursuant to Wis. Stat. § 19.85(1)(e), for market competition and bargaining reasons, to deliberate and consider terms relating to potential property acquisition(s) and public improvements and development(s) and agreement(s) for the Tax Incremental District No. 4 Franklin Corporate Park, including, but not limited to the properties located at 3617 West Oakwood Road (Tax Key No. 950-9997-001) and 3548 South County Line Road (Tax Key No. 979-9999-000), and the investing of public funds and governmental actions in relation thereto and to effect such acquisition(s) and development(s), and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate	ITEM NUMBER G.19.

Department of City Development and Engineering, Administration, Finance and Legal Services departments staff will be present at the meeting. This subject matter is in furtherance of the October 15, 2019 Common Council meeting agenda item G.7. A Resolution to Amend Task Order No. 5 and No. 6 of Ruekert & Mielke, Inc.'s Contract for Franklin Corporate Park, Phase 1 Dated November 4, 2014; and Authorize Staff to Obtain and Sign a Contract with Land Appraiser for Land Acquisition Services Related to this Project also a Request to Solicit Sanitary Sewer Equipment Suppliers for Franklin Corporate Park. A copy of the materials from that meeting item is annexed hereto.

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 consider terms relating to potential property acquisition(s) and public improvements and development(s) and agreement(s) for the Tax Incremental District No. 4 Franklin Corporate Park, including, but not limited to the properties located at 3617 West Oakwood Road (Tax Key No. 950-9997-001) and 3548 South County Line Road (Tax Key No. 979-9999-000), and the investing of public funds and governmental actions in relation thereto and to effect such acquisition(s) and development(s), and to reenter open session at the same place thereafter to act on such matters discussed therein as it deems appropriate.

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APPROVAL <i>slw pr</i>	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/03/19
Bills	Vouchers and Payroll Approval	ITEM NUMBER <i>H.</i>

Attached are vouchers dated November 15, 2019 through December 2, 2019 Nos 176155 through Nos 176314 in the amount of \$ 981,747 50 Included in this listing are EFT's Nos 4158 through Nos 4169 Library vouchers totaling \$ 17,513 76, Tourism vouchers totaling \$ 11,818 76, Property Tax refunds in the amount of \$10,321 05 and Water Utility vouchers totaling \$ 10,437 94 Voided checks in the amount of \$ (10,321 05) are separately listed

Early release disbursements dated November 15, 2019 through November 29, 2019 in the amount of \$ 617,012 97 are provided on a separate listing and are also included in the complete disbursement listing These payments have been released as authorized under Resolution 2013-6920

The net payroll dated November 22, 2019 is \$ 428,572 65 previously estimated at \$ 429,000 00 Payroll deductions dated November 22, 2019 are \$ 437,990 45 previously estimated at \$ 421,000 00

The estimated payroll for December 6, 2019 is \$ 400,000 00 with estimated deductions and matching payments of \$ 235,000 00

Approval to release payments to Knight Barry in the amount of \$ 1,780,412 10

Payment #20	\$ 347,639 05
Payment # 21	\$ 689,339 70
Payment #22B	\$ 352,139 41
Payment 7-3	\$ 226,424 65
Payment 7-4	\$ 164,869 29
Total	\$1,780,412.10

There were no Property Tax refunds

COUNCIL ACTION REQUESTED

Motion approving the following

- City vouchers with an ending date of December 2, 2019 in the amount of \$ 981,747 50 and
- Payroll dated November 22, 2019 in the amount of \$ 428,572 65 and payments of the various payroll deductions in the amount of \$ 437,990 45 plus City matching payments and
- Estimated payroll dated December 6, 2019 in the amount of \$ 400,000 00 and payments of the various payroll deductions in the amount of \$ 235,000 00, plus City matching payments and
- Approval to release payments to Knight Barry in the amount of \$ 1,780,412 10

ROLL CALL VOTE NEEDED

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APPROVAL	REQUEST FOR COUNCIL ACTION	MEETING DATE 12/3/19
LICENSES AND PERMITS	MISCELLANEOUS LICENSES	ITEM NUMBER I.1.
<p data-bbox="191 401 967 436">See attached listing from meeting of December 3, 2019.</p> <p data-bbox="535 1518 1110 1554" style="text-align: center;">COUNCIL ACTION REQUESTED</p>		



414-425-7500

**License Committee
Agenda*
Aldermen's Room
December 3, 2019 – 5:45 p.m.**

1.	Call to Order & Roll Call	Time:
2.	Applicant Interviews & Decisions	
License Applications Reviewed		Recommendations

Type/ Time	Applicant Information	Approve	Hold	Deny
Operator 2019-2020 New 5:50 p.m.	Ponga, Ashleigh 6062 S 36 th St Greenfield, WI 53221 Milwaukee Burger Company			
Class B Combination 2019-2020 New 5:55 p.m.	Honey Butter Cafe, LLC 7221 S 76 th St Franklin, WI 53132 DBA: Honey Butter Cafe			
Operator 2019-2020 New	Hoehn, Kendrick W 1008 Montclair Dr Racine, WI 53042 Milwaukee Burger Company			
Operator 2019-2020 New	Razo, Nisa 1826 S 18 th St Milwaukee, WI 53204 Kwik Trip #857			
Operator 2019-2020 New	Smith, Amanda L S97W13776 Stonebridge Way Muskego, WI 53150 Irish Cottage			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	Franklin Health Dept - Bike Safety Event, Family Movie Night Fee Waivers: Park Permits Date of the Event(s): June 6, 2020 (Bike Safety Event); June, 2020 (Movie Night); and Location: Lions Legend Park 1			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	Franklin Historical Society – Historic Village/Barn Museum Fee Waiver: Park Permit Date of Event: Year Round Location: Lions Legend Park 1			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	Franklin Noon Lions Club – St Martins Fair Fee Waiver: Civic Celebration, Temporary Class B, Operator Licenses, St. Martins Fair Labor Day Permit Date of Events: July 3-5, 2020, Sept 6 & 7, 2020 Location: Civic Celebration/St. Martins Labor Day Fair			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	Franklin Lions Club – Meetings & Fund Raisers Fee Waivers: St Martins Fair Permit, Park Permits, Temporary Class B Beer, and Operator's License Date of Events: 04/11/20, 7/14/20, 7/28/20, 8/11/20, 9/6- 9/7/20 Locations: St Martins Fair, Lions Legend Park 1			

Type/ Time	Applicant Information	Approve	Hold	Deny
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	Franklin Police Citizens Academy Alumni Fee Waiver: St. Martins Fair Labor Day Permit Date of Event: Sept 6 & 7, 2020 Location: St. Martins Road			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	Franklin Public Library Foundation Fee Waiver: Park Permit; Temporary Class B License Date of the Event(s): Summer, 2020 (Storytime in the park); November, 2020 (Thanksgiving Centerpiece Fundraiser); December, 2020 (Winter Wreath Fundraiser) Location: Franklin Public Library			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	Knights of Columbus - Arts & Crafts Fair Fee Waivers: Extraordinary Entertainment & Special Event License Date of the Event: Sept 6, 2020 Location: Sacred Heart Seminary School of Theology			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	Root River Church – St Martins Fair Fee Waiver: St. Martins Labor Day Permit Date: Sept 6 & 7, 2020 Location: St. Martins Labor Day Fair			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	VFW Post 10394 (Franklin/Hales Corners) – St Martins Fair Fee Waivers: Temporary Entertainment & Amusement, Temporary Class B Beer, St Martin's Fair Permit Dates of events: St Martins Fair Sept 6 & 7, 2020. Location: Post Property, 11300 W Church St			
People Uniting for the Betterment of Life and Investment in the Community (PUBLIC) Grant	Xaverian Missionaries – Annual Mission Festival Fee waivers: Extraordinary Event License, Temporary Class B Beer and Wine License, Operator Licenses and Sign Permits. Date of Event: June 27 & 28, 2020 Location: Xaverian Missionaries, 4500 Xavier Dr			
3.	Adjournment			
		Time		

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