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.


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).


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).


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.


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.


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.
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:

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<td>Plan Commission Meeting</td>
<td>7:00 p.m.</td>
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<td>December 17</td>
<td>Common Council Meeting</td>
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CITY OF FRANKLIN
COMMON COUNCIL MEETING
NOVEMBER 19, 2019
MINUTES

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 Luberda, 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 Luberda, 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

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.

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,
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.


RES. 2019-7557  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  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  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


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.
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: Comencing 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
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.

**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.
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Pursuant to Wisconsin State Statute §7.30(4), Stats., the following are appointments of inspectors of election and alternates for 2020 and 2021:

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<th>Appointments of Inspectors of Election for 2020 and 2021</th>
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<td>Rhoda Abelmann</td>
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<tr>
<td>Roger Nickolaus</td>
<td>Sharon Nickolaus</td>
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<td>Bernadine Poczekaj</td>
<td>Timothy Probst</td>
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<td>Ronald Reikowski</td>
<td>Suzanne Richichi</td>
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<td>Bonnie Riesing</td>
<td>Dorothy Roubik-Ellenbecker</td>
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<td>Basil Ryan</td>
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<td>Kristy Scalish</td>
<td>Gail Schashinski</td>
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<td>Monica Scherffer-Henry</td>
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<td>Sue Schlueter</td>
<td>Valori Schmidt</td>
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<td>Kathy Schnagl</td>
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<tr>
<td>Ellen Shiflet</td>
<td>Diane Windschanz</td>
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<td>Harry Shiflet</td>
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<td>Arthur Skowron</td>
<td>Wayne Witkowski</td>
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<td>Lynne Sobczak</td>
<td>Peter Woodcock</td>
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<td>Monika Sobic</td>
<td>Penelope A Woodcock</td>
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<td>Lynn Szudrowitz</td>
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<td>Kathy Ulbricht</td>
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<td>Susan Utley</td>
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<td>Judith White</td>
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</table>

**COUNCIL ACTION REQUESTED**

Motion to confirm appointments of inspectors of election and alternates as submitted for 2020-2021.
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 (approximately 13.974 acres) (Franklin Public Schools, applicant, Ronald S. Pesche and Susan D. Pesche, property owners).

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).
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.
ORDINANCE NO. 2019-____

Page 2

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 _____
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, pursuant to Wis. Stat. § 66.1001(4)(b)

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:

[Signature]
Stephen R. Olson, Chairman
RESOLUTION NO. 2019-018

Page 3

ATTEST:

Sandra L. Wesolowski, City Clerk

AYES 5  NOES 0  ABSENT 1 (Fowler)
**RECOMMENDATION:** City Development Staff recommends approval of the Comprehensive Master Plan Amendment and Rezoning applications submitted by Franklin Public Schools.

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

**Introduction**

On May 21\(^{st}\), 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 3\(^{rd}\), 2019, the Plan Commission held a public hearing regarding the rezoning application and on October 15\(^{th}\), 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)

  o 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.
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.
<table>
<thead>
<tr>
<th>APPROVAL</th>
<th>REQUEST FOR COUNCIL ACTION</th>
<th>MEETING DATE</th>
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<tr>
<th>REPORTS &amp; RECOMMENDATIONS</th>
<th>ITEM NUMBER</th>
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<tr>
<td>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)</td>
<td>G.2.</td>
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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).

Department of City Development: RMM
AN ORDINANCE TO AMEND THE UNIFIED DEVELOPMENT ORDNANCE (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 _____
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 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)

  o 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.
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.
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
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 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 Contractor’s 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 or 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 Contractor’s 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 hereinafter; 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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<th>APPROVAL</th>
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<th>REPORTS AND RECOMMENDATIONS</th>
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<td>A Resolution Authorizing Certain Officials to Execute an Agreement to Continue Professional Environmental Engineering Services to Monitor Compliance at the Metro Recycling &amp; Disposal Facility to December 31, 2020, with JSA Environmental, Inc.</td>
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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,

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 with 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 completion 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 the 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. ACCES 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.

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 confirm 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 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. Name Stephen R. Olson
Title Project Manager Title Mayor
Date __________________________ Date __________________________
By __________________________ 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 __________________________
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

<table>
<thead>
<tr>
<th>Title</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$120.00</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$ 85.00</td>
</tr>
<tr>
<td>Administration</td>
<td>$ 50.00</td>
</tr>
<tr>
<td>Engineering Technician</td>
<td>$ 50.00</td>
</tr>
</tbody>
</table>

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.
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 _____
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).
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.
APPROVED:

__________________________

Stephen R. Olson, Mayor

__________________________

Sandra L. Wesolowski, City Clerk

AYES _____ NOES _____ ABSENT _____
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.
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.
### 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.

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>The Learning Experience Special Use and Site Plan Amendment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Address:</td>
<td>7760 Lovers Lane Road</td>
</tr>
<tr>
<td>Applicant:</td>
<td>Gary Wendt, Bradford Franklin LLC</td>
</tr>
<tr>
<td>Property Owner:</td>
<td>Franklin-Wyndham, LLC</td>
</tr>
<tr>
<td>Current Zoning:</td>
<td>CC City Civic Center District</td>
</tr>
<tr>
<td>2025 Comprehensive Plan</td>
<td>Mixed Use</td>
</tr>
<tr>
<td>Use of Surrounding Properties:</td>
<td>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</td>
</tr>
<tr>
<td>Applicant Action Requested:</td>
<td>Recommendation of approval for the proposed Special Use and associated Site Plan for the development of The Learning Center daycare facility</td>
</tr>
</tbody>
</table>

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 facade. 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/porte-cochere 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.
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 6:30 AM – 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.
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
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 their 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.
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.
November 8, 2019

Marion Eeks
City of Franklin
Department of City Development
9229 W Looms 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 roundabout, 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 conservations 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 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.

- Pursuant to the currently approved site plan for the Shoppes of Wyndham 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:
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 Marano, ken@grohmar.com
(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.

Target Properties, Real Estate Portfolio Management TPN-12H, 1000 Nicollet Mall, Minneapolis, MN 55403
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”

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
EXHIBIT A

Depiction of Premises within the Shopping Center
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